

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

\* \* \* \* \*

In the Matter of the Application of Allband       )  
Communications Cooperative for a Temporary    )  
and Permanent License to Provide Basic Local   )  
Exchange Service in Seven Unserved Service    )  
Territories in Northeast Lower Michigan.       )  
\_\_\_\_\_)

Case No. U-15385

**APPLICATION OF ALLBAND COMMUNICATIONS COOPERATIVE**

**Allband Communications Cooperative**, (the “Cooperative” or “Allband”), by its undersigned counsel, and pursuant to Sections 301(2) and 302(1) of the Michigan Telecommunications Act, as amended, MCL 484.2101 *et seq* (the “MTA”), and other applicable provisions, hereby applies for **both** a temporary license and a permanent license to provide basic local exchange service within seven unserved service territories located in northeast lower Michigan.

The Cooperative’s Application seeking entry and expansion into the subject Michigan local exchange markets, if granted, is in the public interest because it will provide, for the first time, basic local exchange service to Michigan consumers located in the seven (7) unserved areas in northeast lower Michigan, comprising over 240 square miles, including portions of Alcona, Alpena, Presque Isle, Montmorency, Gladwin, Ogemaw and Oscoda counties.

The Cooperative will provide the most up-to-date services, and most advanced technology, within the requested territories and thereby will greatly promote the delivery of essential health care, public safety, and emergency services, new economic development opportunities, and the improvement of educational services.

The Cooperative will also provide an enhanced range of communications services which will increase customer choice, will encourage other carriers to provide more efficient service at lower prices, and will provide users with greater reliability.

The Cooperative respectfully submits that its provision of basic local exchange services in the proposed service territory is essential to advancing the economic, educational, and public health interests of the area's citizens, and is decidedly in the overall public interest.

**I. NAME AND ADDRESS OF APPLICANT**

The Cooperative is incorporated in the State of Michigan, and is authorized to transact business in Michigan. Allband's address is as follows:

Allband Communications Cooperative  
6491 North M-65  
PO Box 8  
Curran, Michigan 48728

Correspondence concerning this Application should be directed to Mr. John Reigle at the above address and also to:

Don L. Keskey (P23003)  
Clark Hill PLC  
212 East Grand River Avenue  
Lansing, MI 48906  
Telephone: (517) 318-3100  
Facsimile: (517) 318-3099 Fax  
E-mail: dkeskey@clarkhill.com

**II. ALLBAND FULLY MEETS THE REQUIREMENTS OF SECTION 301(2) FOR ISSUANCE OF AN EXPEDITED TEMPORARY LICENSE, AND OF SECTION 302(1) OF THE MICHIGAN TELECOMMUNICATIONS ACT (“MTA”) FOR A PERMANENT LICENSE, TO PROVIDE BASIC LOCAL EXCHANGE SERVICE IN THE PROPOSED SERVICE TERRITORIES.**

**A. Request for Temporary License under MTA 301(2)**

Section 301(2) provides that the Commission may, without notice and hearing, issue a temporary license to provide basic local exchange service for a period not to exceed one (1) year, pending the determination of an application for a license. Allband requests the issuance of a temporary license on an expedited basis because time is of the essence. Allband is proceeding to file for universal service funds, federal loan funds, and seeks to promptly negotiate interconnection and other agreements, and to initiate and complete various bid procedures, all with the goal of commencing to begin actual installation of the proposed service next year. A prompt grant of a temporary license will significantly aid these efforts.

**B. Request for Permanent License under MTA 302(1)**

Section 302(1) of the MTA provides that, after notice and hearing, the Commission shall approve an application for a license to provide basic local exchange service if it finds that **(a)** the applicant possesses sufficient technical, financial, and managerial resources and abilities to provide basic local exchange service to every person within the geographic area of the license and that the applicant intends to provide service within one year from the date the license is granted; and **(b)** the grant of a license to the applicant would not be contrary to the public interest. Allband fully meets the requirements of Section 302(1), as demonstrated in this application and the supporting testimony and exhibits of John M. Reigle.

**C. Identification of Geographic Area for Which the Licenses Are Sought.**

Allband seeks to provide complete prepaid basic local exchange services in all of the presently unserved areas listed below and described in the attached supporting testimony and exhibits of John M. Reigle (Exhibit JR-3 (A-3) describes the proposed geographical service areas, the portions of counties and townships to be served, and provides legal descriptions and maps of the proposed exchanges). These service areas and proposed exchanges include:

- Big Creek Exchange - Oscoda and Ogema Counties
- Fox Creek Exchange - Presque Isle County
- McDonald Creek - Alcona and Iosco Counties
- Mosquito Alley Exchange - Gladwin County
- Old Baldy Exchange - Oscoda County
- Thunder Bay Exchange - Presque Isle County
- Upper Tomahawk Creek Exchange - Presque Isle and Montmorency Counties

**D. The Applicant's Technical, Financial, and Managerial Resources.**

Applicant Allband possesses the requisite technical, financial, and managerial resources and abilities to provide basic local exchange service, and will be able to provide basic local exchange service to every person within the geographic areas that are the subject of this license application.

Allband was granted a temporary license to provide basic local exchange service in the then-proposed Robbs Creek Exchange on August 31, 2004, in Case Number U-14200. On December 2, 2004, the Commission granted Allband a permanent license for this new exchange and service area. The Commission also granted Allband "Eligible Telecommunications Carrier" status on November 10, 2005 and every year thereafter. Allband's successful construction of facilities, and implementation and provision of service, in the recently created Robbs Creek Exchange, and its status as an existing ILEC providing service in a previously unserved area, demonstrates Allband's qualifications and resources to provide the requested service as an ILEC

in the new subject areas. This is also demonstrated by the attached supporting testimony and exhibits.

The Cooperative intends to commence the installation of facilities necessary to provide service within one year of the issuance of the license, and hopefully, sooner if a temporary license is promptly issued. Allband's overall plan seeks to commence installing the physical plant beginning in June 2008. In further support of this application, Allband states as follows:

**1. Managerial Resources:** The Cooperative is governed by a Board of Directors consisting of local residents in its existing territory who have, collectively and individually, impressive experience in business and community service. Allband also has an experienced management team consisting of a General Manager and Operations Manager, who provided the expertise that resulted in the successful commencement of service in the existing Allband service territory on November 30, 2006. Allband's local management team have extensive experience in the telecommunications industry, and specific expertise in the construction of facilities and the provision of telecommunications services to previously unserved areas. The Cooperative has also retained the services of various other firms and consultants familiar with telecommunications matters, including: Kadramas, Lee and Jackson (engineering); Clark Hill PLC (legal); and McCartney & Company, P.C. (accounting). Further information regarding Allband's key management and technical consultants is provided in attached Exhibit JR-2 (A-2).

**2. Financial:** Allband is currently preparing an application to file with the United States Department of Agriculture – Rural Development (formerly Rural Utilities Services) for a loan to provide basic local exchange in the subject unserved territories that are the subject of this application. Allband will also promptly seek any FCC approvals/waivers that may

be necessary to add these unserved areas into its existing service area once the requested relief from the MPSC is granted.

**3. Technical:** The Cooperative has retained the services of the engineering firm, Kadramas, Lee and Jackson, which is in the process of completing a review of all engineering requirements to install facilities to provide basic local exchange services in the requested service territories. The Cooperative will utilize the services of said firm, and of qualified construction firms and vendors, to install all facilities necessary to provide high-quality communications services to the requested service territories. As noted above, Allband's local management team also has extensive experience and expertise to implement Allband's expansion plan outlined herein. This will ensure full technical competence in the installation of all facilities and provision of all services.

#### **E. Illustrative Tariff**

The new requested areas will be provided service pursuant to the existing tariffs of Allband Communications Cooperative. Residents in the requested areas will be members of the Allband Communications Cooperative and will enjoy the same high quality telecommunications services, utilizing fiber technology, that Allband presently provides to its customers in the Robbs Creek Exchange.

In addition to the basic local exchange services described in this application, the Cooperative intends to offer all required additional services required by the Commission, including the following local exchange access and usage services: **a)** directory assistance service; **b)** access to Telecommunications Relay Service; **c)** lifeline services, **d)** emergency 9-1-1 service, and **e)** primary basic local exchange service. The Cooperative will also provide its own customer

services, including technical services and repair services. These services are more fully described in the supporting testimony, and in the attached tariffs.

With respect to tariff or fee charges, Allband does not presently charge any installation fee and does not propose to charge an installation fee for any potential members in the requested service areas. The only non-service related fee charged by Allband is a one-time membership fee of \$20, which is refundable upon discontinuance of service. Allband's MPSC-approved tariffs, which are on file with the MPSC and are attached to the testimony of John M. Reigle as Exhibit JR-5 (A-5), set forth the rules and regulations governing the provision of the Cooperative's services. No change in tariff rates or charges are proposed.

**F. Compliance with Statutory and Regulatory Requirements**

The Cooperative will fully comply with all statutory requirements, and rules and orders of the Commission, as fully described in the supporting testimony of John M. Reigle.

**G. Impact on the Public Interest**

The Commission has determined on numerous occasions that the grant of applications for competing licenses to provide basic local exchange services is in the public interest. In this case, Allband Communications Cooperative, organized and supported by local residents of territories previously unserved by **any** basic local exchange provider, seeks the grant of a temporary and permanent license to provide basic local exchange services to the additional requested unserved areas so that local residents in those areas may also enjoy the benefits of high quality, state of the art, advanced telecommunications.

By grant of this application and the requisite licenses, the public interest will be greatly enhanced by the provision of reliable access to essential health and emergency services, by

providing a needed communications infrastructure to promote community services and economic development, and by improving the opportunities for advancement of educational services.

Even if competitive services should later enter the territory, the grant of this Application furthers the public interest by increasing the efficiency of all affected local exchange carriers; by providing users of telecommunications services with greater reliability; and by increasing the competitive choices available to users in the state. In addition, increased competition will create incentives for lower prices, more innovative services, and more responsive customer service. Overall, the Cooperative can contribute to new business opportunities and enhanced competition in telecommunications services that will further stimulate economic development in Michigan generally, and in the proposed service territory specifically.

### **III. CONCLUSION AND REQUESTED RELIEF**

For the reasons stated, the grant of a temporary and permanent license, and the provision by Allband Communications Cooperative of basic local exchange services to the seven (7) identified unserved areas in northeast lower Michigan, as detailed in this Application, will promote the public interest and the goals and purposes of the Michigan Telecommunications Act.

Allband Communications Cooperative therefore respectfully requests the Commission to enter its Orders granting the Cooperative a temporary license under MTA Section 301(2) on an expedited basis, and thereafter a permanent license, under MTA Section 302(1), to provide basic local exchange services in the unserved geographical areas described in this application.



The Cooperative requests such further and consistent relief which is lawful and reasonable.

Respectfully submitted,

CLARK HILL PLC

By:

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Don L. Keskey (P23003)  
212 East Grand River Avenue  
Lansing, Michigan 48906  
(517) 318-3100  
(517) 318-3099 Fax

Attorneys For Allband Communications  
Cooperative

Date: August 31, 2007

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Territories in Northeast Lower Michigan.       )

Case No. U-15385

**TESTIMONY AND EXHIBITS OF**  
**JOHN M. REIGLE**

August 31, 2007

## TESTIMONY OF JOHN M. REIGLE

# I

## INTRODUCTION

**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

A. My name is John M. Reigle. My business address is 6491 North M-65, PO Box 8, Curran, Michigan 48728.

**Q. WHAT IS YOUR POSITION WITH ALLBAND COMMUNICATIONS COOPERATIVE?**

A. I am one of the five original Incorporators of Allband Communications Cooperative (the “Cooperative”). At a meeting of the Board of Directors of the Cooperative, held on May 5, 2004, I was elected President of the Cooperative. This is my current position with the Cooperative.

**Q. PLEASE DESCRIBE YOUR PROFESSIONAL QUALIFICATIONS AND EXPERIENCE.**

**A.** I, along with other local residents, founded Allband Communications Cooperative, effective in November, 2003. A copy of Allband's Corporation Certificate, Articles of Incorporation, and Bylaws are attached as Exhibit JR-1 (A-1). I have extensive business experience as indicated in my attached Exhibit JR-2 (A-2).

## II

## PURPOSE AND SUMMARY

**Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

A. I submit this testimony in support of the Cooperative's Application for a temporary and permanent license to provide basic local exchange services in seven unserved areas in

1 northeast lower Michigan. My testimony also demonstrates that the Cooperative's  
2 Application for a temporary and permanent license to provide basic local exchange service in  
3 the proposed service territories meets the applicable statutory and regulatory criteria and is in  
4 the public interest. I also explain the services that the Cooperative proposes to offer in these  
5 proposed service territories in Michigan. I also submit this testimony as an indication of the  
6 commitment of the Allband Board of Directors to bring advanced telecommunications  
7 infrastructure and high quality, state-of-the-art telecommunications services to the requested  
8 unserved areas of Michigan, as detailed in Allband's Application and in my exhibits.

9 **Q. PLEASE SUMMARIZE THE MAIN POINTS OF YOUR TESTIMONY.**

10 A. My testimony will address several major points and will provide:

- 11 • a description of the Cooperative's application for a temporary and permanent license  
12 to provide basic local exchange services in the proposed service territories;
- 13 • a description of the Cooperative's technical, financial, and managerial resources and  
14 abilities to provide basic local exchange service to all customers in the proposed  
15 service areas;
- 16 • a description of the services the Cooperative proposes to offer in its proposed service  
17 territories; and
- 18 • a demonstration that the Cooperative's proposed basic local exchange services for  
19 these proposed service territories are consistent with the public interest.

**Q. PLEASE DESCRIBE THE AUTHORITY THAT THE COOPERATIVE SEEKS FROM THE COMMISSION.**

### III

## MANAGERIAL AND TECHNICAL RESOURCES AND ABILITIES

**Q. PLEASE DESCRIBE THE COOPERATIVE'S MANAGERIAL AND TECHNICAL RESOURCES AND ABILITIES.**

A. The Cooperative has the managerial and technical resources and abilities necessary to provide customers in the proposed service territories with high-quality basic local exchange telecommunications services. This is evidenced by the fact that Allband currently provides high-quality basic local exchange telecommunications service in its Robbs Creek exchange. The Robbs Creek exchange area was previously unserved until November 30, 2006. Allband has also obtained the services of well-qualified engineering, accounting, and legal

1 consultants to assist in this new endeavor. The Allband managerial and technical team are  
2 described in my attached Exhibit JR-2 (A-2).

3 **IV**

4 **FINANCIAL RESOURCES**

5 **Q. PLEASE DESCRIBE THE COOPERATIVE'S FINANCIAL RESOURCES.**

6 A. Allband Communications Cooperative is organized on a membership fee and capital  
7 basis. The Cooperative will provide the most up-to-date basic local exchange services  
8 through a combination of funding resources, including membership fees and capital, grants,  
9 federal RUS loans, Universal Service Funds, and revenues obtained from the services to be  
10 provided. As an established ILEC, Allband possesses sufficient financial resources and  
11 access to funding sources to construct, maintain, and provide high-quality basic local  
12 exchange facilities and services as proposed herein.

13 **V**

14 **THE COOPERATIVE'S PROPOSED SERVICES**

15 **Q. PLEASE DESCRIBE THE TYPES OF SERVICES THAT THE COOPERATIVE**  
16 **WILL OFFER IN THE SEVEN PROPOSED SERVICE TERRITORIES.**

17 A. The initial emphasis of the Cooperative will be to become a provider of high-quality  
18 basic local exchange services in the subject territories. The Cooperative will provide its  
19 own customer services. The Cooperative will offer services which allow its customers to  
20 originate and terminate local calls to other customers served by the Cooperative as well  
21 as customers served by all other authorized local exchange carriers.

1   **Q.    DOES THE COOPERATIVE INTEND TO PROVIDE SERVICE WITHIN 1**  
2       **YEAR FROM THE DATE THE LICENSE IS GRANTED?**

3    A.    Yes, it does. Allband has acquired the resources and experience from its recent successful  
4       construction of facilities and provision of service in the Robbs Creek Exchange, and is  
5       prepared to promptly move forward with the necessary arrangements to begin the  
6       construction of the necessary facilities by June 2008, and to provide service in the new  
7       territories within one year of the Commission's approval of this application. This assumes  
8       loan approval by the RUS, a process that Allband will pursue on a very prompt basis.

9   **Q.    WILL THE COOPERATIVE HAVE A SMALL AND MINORITY-OWNED**  
10       **BUSINESS PARTICIPATION PLAN AS REQUIRED BY MCL 484.2504?**

11   A.    Yes. Attached as Exhibit JR-4 (A-4) is the Cooperative's participation plan.

12   **Q.    WILL THE COOPERATIVE FILE A TARIFF?**

13   A.    Yes. Allband has fully implemented MPSC-approved tariffs applicable to the Robbs Creek  
14       Exchange. Allband proposes to adopt the same tariffs for its new proposed service areas and  
15       exchanges. Allband's approved tariff is on file with the Commission, and is also attached  
16       hereto as Exhibit JR-5 (A-5).

17   **Q.    WHAT GEOGRAPHIC AREAS WILL THE COOPERATIVE SERVE?**

18   A.    The Cooperative seeks authority to provide basic local exchange services in the geographical  
19       areas of northeast Michigan which are described in Exhibit JR-3 (A-3). A description and  
20       listing of geographical areas, and counties, townships, and municipalities to be served, and  
21       maps, are also included in Exhibits JR-3 (A-3). The areas to be served by the Cooperative  
22       are designated under seven (7) new exchange names as listed in Exhibit JR-3 (A-3).

1   **Q.    WILL THE COOPERATIVE OFFER SERVICE TO ALL CONSUMERS WITHIN**  
2       **THE SEVEN SERVICE AREAS?**

3    A.    Yes. It will serve any customer upon request, assuming facilities are available, within each  
4       of the seven proposed service areas. Customers will, however, become members of the  
5       Cooperative. Service is to be provided under the nondiscrimination rules and terms of the  
6       current Allband Communications Cooperative's tariffs.

7   **Q.    HOW WILL THE COOPERATIVE ESTABLISH ITS LOCAL CALLING AREAS?**

8    A.    At this time the new areas are contemplated as being essentially a part of the Robbs Creek  
9       calling area, pending further analysis and additional review of regulatory requirements or  
10      changes. Therefore, Allband reserves the right to possibly adjust this approach or plan as  
11      more information becomes available closer to the time that service is actually commenced in  
12      these areas.

13   **Q.    WILL THE COOPERATIVE'S TARIFFS CONTAIN ALL OF ITS RATES AND**  
14       **CHARGES AS REQUIRED FOR INTRASTATE TELEPHONE SERVICES?**

15   A.    Yes. The requested service territories will be covered under the currently approved Allband  
16       tariffs and therefore will comply with the Commission's Rules and orders.

17   **Q.    WILL THE COOPERATIVE PROVIDE OTHER SERVICES OR SERVICE**  
18       **OPTIONS?**

19   A.    Yes. The residents in these requested unserved areas will have access to the same services  
20       that current members of Allband Communications Cooperative enjoy. These services  
21       include all services required by and consistent with the Michigan Telecommunications Act,  
22       MCL 484.2101 *et seq.*, and MPSC orders and applicable federal requirements, including but  
23       not limited to:



- 1 • A basic local service option for residential customers including rates for primary basic  
2 local exchange service;
- 3
- 4 • An unlimited local calling option for handicapped persons, or for persons voluntarily  
5 providing services;
- 6
- 7 • IntraNPA (intra area code) directory assistance service, free telephone directories and  
8 free 900 prefix call blocking;
- 9
- 10 • Services for Hearing Impaired;
- 11
- 12 • Lifeline Services;
- 13
- 14 • Emergency or 911 service;
- 15
- 16 • interLATA equal access at the same time it begins to offer its basic local exchange  
17 service, and compliance with IntraLATA dialing parity standards; and
- 18
- 19 • all other legal and regulatory requirements.
- 20

21 **Q. WILL THE COOPERATIVE COMPLY WITH ALL MICHIGAN REGULATORY**  
22 **REQUIREMENTS?**

23 A. Yes. Allband today and in the future will fully comply with all requirements of the Michigan  
24 Telecommunications Act, MCL 484.2107 *et seq.*, and MPSC orders, and also any federal  
25 legal or regulatory requirements.

## 26 VI

### 27 PUBLIC INTEREST CONSIDERATIONS

28 **Q. PLEASE DESCRIBE THE PUBLIC INTEREST BENEFITS ASSOCIATED WITH**  
29 **THE COOPERATIVE'S PROPOSED OFFERING OF BASIC LOCAL EXCHANGE**  
30 **SERVICES IN THE SEVEN PROPOSED SERVICE TERRITORIES.**

31 A. The Commission has determined on numerous occasions that the grant of applications for  
32 competing licenses to provide basic local exchange services is in the public interest. In this

1 case, a cooperative organized and supported by local residents of previously unserved  
2 territories seeks the grant of both a temporary license, and then a permanent license, to  
3 provide basic local exchange services to these additional areas that are unserved by **any** basic  
4 local exchange provider. The Commission's grant of this Application and the requisite  
5 license will further the public interest because it will result in the provision of services for the  
6 local residents in areas presently unserved, including the provision of new and reliable access  
7 to emergency services, and needed communications infrastructure to promote community  
8 services, economic development, and educational services. Even if competitive services  
9 should later enter the territory, the grant of the Application furthers the public interest by  
10 increasing the efficiency of LECs, by providing users of telecommunications services with  
11 greater reliability, and by increasing the competitive choices available to users in the state.  
12 In addition, increased competition will create incentives for lower prices, more innovative  
13 services, and more responsive customer service. Overall, the Cooperative can contribute to  
14 new business opportunities and enhanced competition in telecommunications services which  
15 will further stimulate economic development in Michigan.

16 **VII**

17 **CONCLUSION**

18 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

19 **A.** Yes, it does.

**STATE OF MICHIGAN**  
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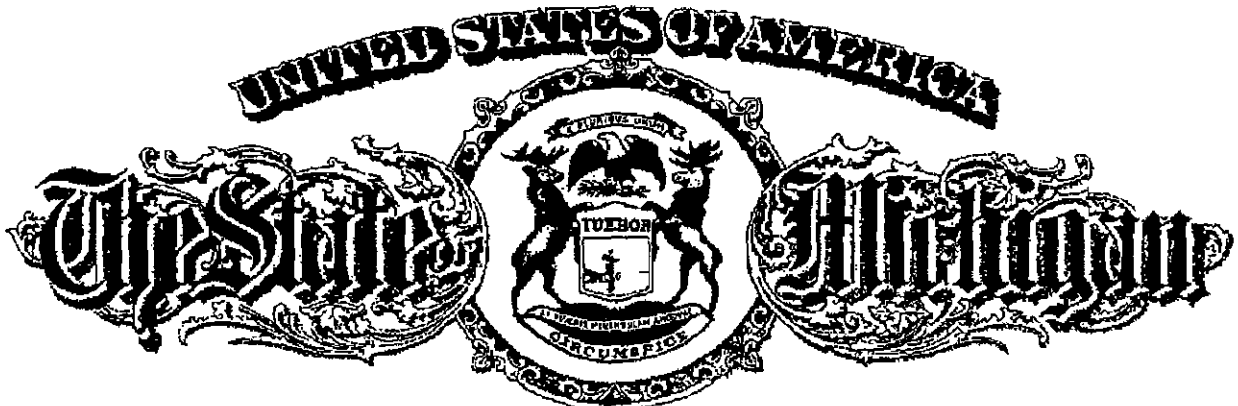
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Territories in Northeast Lower Michigan.       )

Case No. U-15385

**EXHIBIT JR-1 (A-1)**

Allband Communications Cooperative Certificate,  
  
Articles of Incorporation,  
  
And Bylaws



Lansing, Michigan

*This is to Certify That*

**ALLBAND COMMUNICATIONS COOPERATIVE**

*was validly incorporated on November 5, 2003, as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1982 PA 162, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*

*In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 20th day of May, 2004.*

*Andrew J. Mett*, Director

Bureau of Commercial Services

GOLD SEAL APPEARS ONLY ON ORIGINAL

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received <b>OCT 21 2003</b>	(FOR BUREAU USE ONLY)	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		<b>FILED</b> <b>NOV 05 2003</b>
Name Don L. Keskey, Attorney		Antidirector BUREAU OF COMMERCIAL SERVICES EFFECTIVE DATE:
Address Clark Hill PLC 2455 Woodlake Circle		
City Okemos	State MI	

Document will be returned to the name and address you enter above.  
 If left blank document will be mailed to the registered office.

778-653

**ARTICLES OF INCORPORATION**  
**For use by Domestic Nonprofit Corporations**  
 (Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is: **ALLBAND COMMUNICATIONS COOPERATIVE**

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

To provide communications and related services to its members and to thereby promote educational, economic development, and public service opportunities and benefits to its members and to the geographical areas served, and to undertake all lawful activities and transactions incidental to or necessary to accomplish the foregoing purposes as a non-profit consumer cooperative organized under 1982 P.A. 162, as amended by 1984 P.A. 209.

**ARTICLE III**

- The corporation is organized upon a Nonstock basis.  
 (Stock or Nonstock)
- If organized on a stock basis, the total number of shares which the corporation has authority to issue is \_\_\_\_\_ . If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

JP \$20<sup>00</sup> 153 983 OK



Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

#### ARTICLE VI

As provided in Sections 209 and 541 of the Act, and except as otherwise provided by law, a volunteer director, volunteer officer, or other volunteer (collectively, "volunteer"), of the corporation is not personally liable to the corporation or its members for monetary damages for a breach of the volunteer's fiduciary duty.

The corporation assumes all liability to any person other than the corporation or its members for all acts or omissions of a volunteer director, volunteer officer, or other volunteer, incurred in the good faith performance of his or her duties as a director, officer, or volunteer.

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer (collectively, "volunteer"), provided that:

- (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (b) the volunteer was acting in good faith;
- (c) the volunteer's conduct did not amount to gross negligence or willful or wanton misconduct;
- (d) the volunteer's conduct was not an intentional tort; and
- (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Act.

I, (We), the incorporator(s) sign my (our) name(s) this 16th day of October, 2003.

John M. Reigle  
John M. Reigle

Robert O. Hastings  
Robert O. Hastings

Jerry R. McBride  
Jerry R. McBride

Alvin J. Kaercher  
Alvin J. Kaercher

Vivian L. Kus  
Vivian L. Kus

**BYLAWS OF**

**ALLBAND COMMUNICATIONS COOPERATIVE**

The purpose of the ALLBAND Communications Cooperative (hereinafter called the "Cooperative") is to provide communications and related services to its members and to thereby promote educational, economic development, and public service opportunities and benefits to its members and service territory.

*Dated: May 5, 2004*



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## ARTICLE I FORMATION AND ORGANIZATION

Allband Communications Cooperative is organized as a consumer cooperative under the provisions of 1984 PA 209, being Chapter 11 of Michigan's Non-Profit Corporation Act, 1982 PA 162. The Cooperative is to be financed in part by initial or periodic nonredeemable membership fees, and special assessments on members, if any, as determined by the Board. The Cooperative may also be financed by loans and member capital, defined as assets which a member must provide by payment, transfer, or allocation of net savings to the Cooperative as a condition of admission to or retention of membership and with respect to which the member has rights to redemption or distributions on dissolution.

## ARTICLE II MEMBERSHIP

### SECTION 1: Eligibility

- a. Any person, firm, association, corporation or body politic may become a member of **ALLBAND COMMUNICATIONS COOPERATIVE** (hereinafter called "the Cooperative") by acquiring, or agreeing to acquire in the future, communications and related services (hereinafter referred to as "Services") from the Cooperative at a premise within its established service area. Membership is effective upon the execution of a membership application and agreement, and the payment of the required membership fee, as prescribed by the Board of Directors. The "membership fee" means the nonredeemable fee which a member must pay the cooperative as a condition of admission to or retention of membership in the cooperative which is not member capital or a fee for goods, services, or facilities. The application and agreement shall provide for and include:
1. A written application for membership in the Cooperative,
  2. An agreement to purchase retail services from the Cooperative as an end user in accordance with established tariffs, setting forth the rates and conditions of service, as amended or supplemented from time to time; as well as to pay other charges for services that the member uses and the Cooperative is obligated by law or contract to collect,
  3. An agreement to furnish to the Cooperative all right-of-way easements or agreements necessary to construct, operate and maintain communication lines, systems, and facilities necessary to furnish services to the member,
  4. An agreement to comply with and be bound by the Articles of Incorporation and Bylaws of the Cooperative and any rules and regulations adopted by the Board of Directors, and
  5. An agreement to pay the required nonredeemable membership fee as may be specified.

- b. Purchasers of the Cooperative's services at wholesale, or otherwise, for resale shall not be eligible for membership or patronage credits with respect to such wholesale services. No purchaser of services from the Cooperative shall become a member as a result of such purchase if the services obtained are resold by the purchaser or combined with other elements for use in providing a communication service to another person or entity.
- c. The status of all memberships shall be as reflected upon the books of the Cooperative, with membership letters or certificates issued as may be determined by the Board.
- d. Membership shall become effective upon the date of execution by both the applicant person and the Cooperative of the application and agreement of membership and the payment of the nonrefundable membership fee. Membership eligibility terminates upon termination of the membership agreement or disconnection of service; however, the Board may provide for suspension of service during periods of temporary absence of a member, for nonpayment, or as otherwise provided herein.

## **SECTION 2: Definition and Classifications**

- a. Membership in the Cooperative is effected by executing the application and agreement of membership, and paying the nonrefundable membership fee, and is retained and maintained by procuring the Cooperative's services, upon and after their establishment, and by providing a continuing revenue stream for the Cooperative. The Board will determine under rules of general application the types and amounts of revenue streams or the types and amounts of patronage that give rise to the privileges and obligations of membership.
- b. Exchange and interexchange carriers who participate with the Cooperative in the provision of telecommunications services to members are neither members nor patrons by virtue of tariffs, interconnection agreements, or division of revenue contracts.
- c. Each time sharing or interval ownership premise is considered as a single-corporate member. The owner of seasonal, recreational and short interval rental properties will be deemed to hold the membership.
- d. No member may hold more than one membership in the Cooperative. Except as otherwise provided for in these Bylaws, no membership in the Cooperative shall be transferable, except on the books of the Cooperative and only with the consent and approval of the Board of Directors.
- e. All memberships in the Cooperative are extended only to individual persons (natural or corporate) who meet the requirements for membership. Individual memberships will be freely transferable on the books of the cooperative between any persons in the same household or corporation upon request in writing. Joint memberships are thus not allowed. A husband or wife may apply for membership and, subject to compliance with the requirements for membership, the spouse who signs the application shall be accepted as the member. With the prior consent of the Cooperative, one spouse may transfer his or her membership and all related rights to the other spouse.

### **SECTION 3: Membership Fees**

The membership fee shall be determined by the Board at a uniform amount and shall be nonrefundable. The payment of the membership fee, and the execution of the application and agreement of membership, shall make the member eligible for receiving any and all services provided by the Cooperative, based upon the tariffs and charges applicable for each service.

### **SECTION 4: Security Deposits**

The Board may require a deposit or other security as a condition of service. The security deposit shall be determined in the manner set forth in the tariff of the Cooperative and may consist of a multiple of the estimated monthly future local service, toll, or other charges applicable to the member under the Cooperative's tariffs.

### **SECTION 5: Purchase Of Services**

Each member shall, as soon as service is available, take service from the Cooperative. The member shall pay for services at rates as fixed by the Board, subject to regulated tariffs where applicable, or, for the services rendered by other carriers, at the rates which the Cooperative is obliged to bill and collect by contractual arrangements with other carriers. Rates shall be established by the Board at reasonable levels, based upon the cost for services provided, including required third party charges and other revenue requirements. Cost will include a reasonable amount for expansion and modernization, or for necessary operating reserves. It is expressly understood that amounts paid for services in excess of costs are furnished by members as capital and each member shall be credited with capital so furnished as provided in these Bylaws. However, the Cooperative is not obligated to furnish such credits for services which are not billed and collected by the Cooperative, even when such services are partially rendered over the facilities of the Cooperative. Records shall be kept, as provided in these Bylaws, as are necessary to determine at any reasonable time the members' rights and interests in the assets of the organization. Each member shall also pay all amounts owed to the Cooperative as and when the same shall become due.

### **SECTION 6: Members' Responsibilities**

- a. Each member shall be responsible for and indemnify the Cooperative and its employees, agents and independent contractors against death, injury, loss or damage resulting from any defect or improper use or maintenance of such premises and all facilities, wiring and apparatus connected thereto or used thereon.
- b. Each member shall make available to the Cooperative a suitable site, as determined by the Cooperative, whereupon to place the Cooperative's physical facilities for the furnishing of service received and shall permit the Cooperative's authorized employees, agents, and independent contractors to have access thereto safely and without interference from any hostile source for installing service, bill collecting, and for inspection, maintenance, replacement, relocation, repair, or disconnection of such service or facilities at all reasonable times.

- c. As part of the consideration for receiving services, each member shall be the Cooperative's bailee of its facilities and shall accordingly desist from interfering with, impairing the operation of, or causing damage to said facilities, and shall use best efforts to prevent others from so doing.
- d. The responsibility of the Cooperative for furnishing any service shall not extend beyond the point of delivery except by written agreement.

#### SECTION 7: Termination Of Membership

- a. Any member may withdraw from membership upon payment in full of all debts and liabilities of such member to the Cooperative and upon compliance with such uniform terms and conditions as the Board may prescribe. The Board may, by the affirmative vote of a majority of all the members of the Board, expel any member who fails to comply with any of the provisions of the Articles of Incorporation, Bylaws, or rules and regulations adopted by the Board, but only if such member shall have been given notice by the Cooperative that such failure makes him/her liable to expulsion and such failure shall have continued for at least ten (10) days after such notice was given. Any expelled member may be reinstated by vote of the Board or by vote of the members at any annual or special meeting. Notwithstanding the above, the President or General Manager may cancel the membership of any member: (1) who has ceased to purchase telephone service from the Cooperative for a period of six (6) months; (2) who had a disconnect order in effect for thirty (30) days without signing an order to reconnect; or (3) to whom telephone service has been discontinued because of nonpayment of bills due the Cooperative; provided, that such delinquency shall have continued for at least thirty (30) days prior to the discontinuance of such service. Any cancelled membership may be reinstated by the member curing the defect giving rise to termination of the membership, the delivery of an appropriate application and the posting of a reasonable deposit or other security required by the Cooperative.
- b. Upon the withdrawal, death, cessation of service or expulsion of a member, the membership of such member shall thereupon terminate and will be so recorded on the books of the Cooperative. Termination of membership in any manner shall not release a member or his/her estate from any debts due the Cooperative nor do unpaid bills release members from their obligations under these Bylaws or rules and regulations approved by the Board.
- c. In case of withdrawal or termination of membership in any manner, the Cooperative shall repay to the member the amount, if any, that is payable to terminated members under these Bylaws; provided, however, that the Cooperative shall deduct from any refund the amount of any debts or obligations owed by the member to the Cooperative.
- d. If a membership fee has been paid by a landlord on behalf of his tenants, upon removal of such tenant from the premises of the landlord, the membership of such tenant shall terminate.

- e. Upon the discovery that the Cooperative has been furnishing service to any person other than a member, it shall cease furnishing such service unless such person applies for, and the Board of Directors approves, membership retroactive to the date on which such person first began receiving such service, in which event the Cooperative, to the extent practicable, shall correct its membership and all related records accordingly.

### **ARTICLE III**

#### **RIGHTS AND LIABILITIES OF THE COOPERATIVE AND THE MEMBERS**

##### **SECTION 1: Service Obligations**

- a. The Cooperative will use reasonable diligence to furnish adequate and dependable services, but it cannot and does not guarantee uninterrupted services, nor will it always be able to provide every service desired by each individual member.
- b. The members pledge to purchase all services from the Cooperative to the extent that its services are able to meet the members' needs and are competitively priced.
- c. The Cooperative shall be allowed to inspect and repair cooperative property and installations located on property of members at all times.
- d. In the event any member installs or causes to be installed any equipment which, when connected to the facilities of the Cooperative, causes any damage to Cooperative equipment, such member agrees to indemnify Cooperative for all such damages.

##### **SECTION 2: Cooperation Of The Members In The Extension Of Service**

The cooperation of members of the Cooperative is imperative to the successful, efficient, and economical operation of the Cooperative. Members who are receiving or who are requesting service shall be deemed to have consented to the reasonable use of their real property to construct, operate, maintain, replace or enlarge, overhead or underground telephone and/or communications lines, including all conduit, cables, wires, facilities, wireless facilities, surface testing terminals, markers, and other appurtenances for the furnishing of telephone or communications service to said member, or any other member, at no cost to the Cooperative. When requested by the Cooperative, the member does agree to execute any easement or right-of-way contract on a form to be furnished by the Cooperative.

##### **SECTION 3: Nonliability For Debts Of The Cooperative**

The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative and no member shall be liable or responsible for any debts or liabilities of the Cooperative.

##### **SECTION 4: Property Interest Of Members**

Consistent with Article VIII, and unless otherwise provided by law, upon dissolution, the net remaining property and assets of the Cooperative shall be distributed among the members and former members in the proportion that the aggregate patronage of each member and former



member bears to the total patronage of all such members and such former members on the date of dissolution. The net remaining property and assets shall be determined after: (a) all debts and liabilities of the Cooperative shall have been paid; and (b) all capital furnished through patronage shall be retired as provided in these Bylaws.

#### **ARTICLE IV MEETINGS OF MEMBERS**

##### **SECTION 1: Annual Meeting**

The annual meeting of the members shall be held at a date and place within the area served by the Cooperative as selected by the Board, and shall be designated in the Notice of the Meeting for the purpose of electing Board members, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. It shall be the responsibility of the Board to make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative nor affect the validity of any corporate action.

##### **SECTION 2: Special Meetings**

Special meetings of the members may be called by the Board of Directors, or by written petition signed by ten percent (10%) or more of all the members, stating the purpose or purposes for which the meeting is to be called. It shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within one of the counties served by the Cooperative as designated by the Board and shall be specified in the Notice of the special meeting.

##### **SECTION 3: Notice Of Members' Meetings**

Written notice stating the place, day and hour of the meeting and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be given by the Secretary by publication in a legal newspaper or newspapers published or circulated in the counties served by the Cooperative and in a newspaper published in the county in which the Cooperative's principal place of business is located. Said notice shall be effected at least fifteen (15) days previous to the date of such meeting, or by mailing notice thereof to each and every member personally not less than fifteen (15) days previous to the date of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his address as it appears on the records of the Cooperative, with postage thereon paid. Notice of special meetings shall be issued within ten (10) days from and after the date of the presentation of the written request mentioned in Section 2 of this Article, and such special meeting shall be held within thirty (30) days from and after the date of the presentation of such request. The incidental or unintended failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

#### **SECTION 4: Postponement Of A Meeting Of The Members**

In the event of inclement weather or the occurrence of a catastrophic event, the meeting of the members may be postponed by the President. Notice of the adjourned meeting shall be given by the President in any media of general circulation or broadcast serving the area.

#### **SECTION 5: Quorum**

A quorum for any annual, regular, or special meeting shall be ten percent (10%) of the members, or 50 members, whichever is less. In determining a quorum at any meeting, on a question submitted to a vote by mail, members present in person or represented by mail vote shall be counted. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice. The fact of the attendance of a sufficient number of members to constitute a quorum shall be established by a registration of the members present at such meeting, which registration shall be verified by the President and Secretary of the Cooperative and shall be reported in the minutes of the meeting. The minutes of each meeting shall contain a list of the members present in person.

#### **SECTION 6: Voting**

Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. All questions shall be decided by a vote of a majority of the members voting thereon in person or by mail, except as otherwise provided by law, the Articles of Incorporation or these Bylaws. Any member's spouse who is in attendance at a meeting of the members may, if the member is not present at such meeting, cast the vote of such absent member in the same manner as if a written proxy had been given by said member to said spouse. Whether the vote on questions submitted to the members shall be by hand or voice vote or secret ballot shall be determined by the Board of Directors, except that the election of all directors and officers, amendments, changes in or additions to the Articles of Incorporation, or Bylaws, shall be secret ballot and in conformity with the law.

#### **SECTION 7: Proxies**

At all meetings of members a member may vote by proxy executed in writing by the member. Such proxy shall be filed with the Secretary before or at the time of the meeting. No proxy shall be voted at any meeting of the members unless it shall designate the particular meeting at which it is to be voted, and no proxy shall be voted at any meeting other than the one so designated, or any adjournment of such meeting. No person shall vote as proxy for more than three (3) members at any meeting of the members and no proxy shall be valid after sixty (60) days from the date of its execution. A member signing a proxy may attend a meeting of the members and may revoke a proxy theretofore executed and such member shall be entitled to vote at such meeting in the same manner and with the same effect as if a proxy had not been executed.

#### **SECTION 8: Voting By Mail**

A member who has not executed a proxy as set forth in the preceding section may vote by mail upon any proposition, motion, or resolution concerning which a ballot has been furnished by the Secretary in accordance with these Bylaws. Each member of the Cooperative

shall be afforded the opportunity, subject to the procedure in this section, to vote by mail for the election of directors and upon any motion or resolution placed on the ballot by the Board of Directors. The Secretary shall be responsible for setting forth in the notice of meeting the text of any ballot for the election of directors or any other such motion, proposition or resolution to be acted upon. The Secretary shall furnish a ballot and preaddressed, postage-paid ballot envelope to all members. A member choosing to vote by mail shall enclose the signed ballot in the ballot envelope and mail it to the Cooperative, which may be counted if received by the date and time of the meeting. No member of the Cooperative who has voted by mail shall vote again either in person or by proxy on any matter included in the mail ballot furnished by the Secretary for such meeting. Any such member may, however, vote at the meeting either in person or by proxy on any matter properly brought before the meeting which was not included on the mail ballot.

Any member who is absent from any annual or special meeting of the members may vote by mail, on the ballot herein prescribed, at any election of any Director of the Cooperative and upon any motion, resolution or amendment which the Board of Directors may in its discretion submit to the members for a vote. The ballot shall be in the form prescribed by the Board of Directors of the Cooperative and shall contain the exact text of the proposed motion, resolution or amendment to be acted upon at such meeting and the date of the meeting; and shall also contain spaces opposite the text of such motion, resolution or amendment in which such member may indicate his or her affirmative or negative vote therein. Such member shall express his or her choice by making an "x" in the appropriate space upon such ballot. Such ballot shall be certified to and signed by the member, if an individual, or if a corporation or public body, by the President or Secretary thereof, or other authorized representative of the entity. Such ballot shall be enclosed in a sealed official envelope provided by the Cooperative, bearing the member's name and address, addressed to the Secretary and deposited in the U.S. Mail, postage prepaid and, when received by the Secretary of the Cooperative, shall be accepted and counted as the vote of the absent member at such meeting. The failure of any such absent member to receive a copy of any such motion or resolution or ballot shall not invalidate any action which may be taken by the members at any such meeting.

#### SECTION 9: Order Of Business

The order of business at the annual meeting of the members and, so far as possible at all other meetings of the members, shall be conducted under policies established by the Board and under an agenda essentially as follows, except as otherwise determined by the members at such meeting:

- a. Report on the number of members present in person in order to determine the existence of a quorum,
- b. Reading of the notice of the meeting and proof of the timely publication or mailing thereof, or the waiver or waivers of notice of meeting, as the case may be,
- c. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon unless minutes presented for approval shall have been furnished by a timely mailing or have been distributed at the meeting to all active members present.

In such case, the President may entertain a motion from the floor to dispense with the reading of such minutes,

- d. Presentation and consideration of reports of officers, directors, and committees,
- e. Election of directors,
- f. Unfinished business,
- g. New business, and
- h. Adjournment.

Notwithstanding the foregoing, the Board or the members themselves may, from time to time, establish a different order of business for the purpose of assuring the earlier consideration of an action upon any item of business, the transaction of which is necessary or desirable in advance of any other item of business; provided that no business other than adjournment of the meeting to another time and place may be transacted until and unless the existence of a quorum is first established.

## **ARTICLE V DIRECTORS**

### **SECTION 1: General Powers**

The business and affairs of the Cooperative shall be managed by a Board of not less than five (5) nor more than nine (9) directors which shall exercise all of the powers of the Cooperative except such as are conferred upon or reserved to the members by law, the Articles of Incorporation, or these Bylaws.

### **SECTION 2: Election And Tenure Of Office**

The term of office of Directors shall be three (3) years. However, for the first election upon formation of the Cooperative, the Board of Directors shall be divided into three (3) classes, each class to be as nearly equal in number as possible, with the term of office of the directors of the first class to expire at the next succeeding annual meeting, the term of the second class to expire at the second succeeding annual meeting and the term of the third class to expire at the third succeeding annual meeting; and at such annual meeting, after such classification, a number of directors equal to the number of the class whose term expires at the time of such meeting shall be elected to hold office until the third succeeding annual meeting.

Directors shall be elected by secret ballot, by and from the members of this Cooperative, and shall serve until the third succeeding annual meeting of the members or until their successors shall have been elected and shall have qualified. If there is no competition for the seat or seats to be filled, a voice vote will be taken.

If an election of Directors shall not be held on the day designated herein for the annual meeting, or at any adjournment thereof, a Special Meeting of the members shall be held for the

purpose of electing Directors within a reasonable time thereafter. Directors may be elected by a plurality vote of the members.

The Board of Directors shall, by resolution, from time to time, determine the number of Directors to serve on the Board from each county, exchange, or area served by the Cooperative, and Directors shall be residents thereof.

### **SECTION 3: Qualifications To Become Or Remain A Director.**

No person shall be eligible to become or remain a director of the Cooperative who:

- a. is not a member; or
- b. is an employee of the Cooperative or is in any way employed by or financially interested in a competing enterprise or a business engaged in selling communications or broadband information services or supplies, or constructing or maintaining said facilities, other than a business operating on a cooperative nonprofit basis; provided, however, that the Board may grant exceptions for "de minimus" situations.
- c. is closely related to an incumbent Director or an employee of the Cooperative. As used here, "closely related" means a person who is related to the principal person by consanguinity or affinity, to the second degree or less--that is, a person who is either a spouse, child, grandparent, parent, brother, sister, aunt, uncle, nephew, or niece, by blood or in law, of the principal. However, no incumbent Director shall lose eligibility to remain a Director or to be reelected as a Director if he becomes a close relative of another incumbent Director or of a Cooperative employee because of a marriage to which he was not a party; neither shall an employee lose eligibility to continue in the employment of the Cooperative if he or she becomes a close relative of a Director because of a marriage to which he or she was not a party.
- d. To remain a director, the incumbent must attend a majority or more of the regular meetings during each twelve (12) month period beginning with the month of his/her election. Upon establishing the fact that a Director is not in compliance with the foregoing provisions, the Board shall record such facts with the minutes of their next regular or special called meeting at which time such Director shall no longer be a member of the Board and his/her position shall be declared vacant. Any vacancy shall be filled according to the terms of Article V, Section 7, of these Bylaws. Nothing contained in this section shall affect in any manner the validity of any action taken at any meeting of the Board prior to such removal of such Director.

### **SECTION 4: Nominations**

It shall be the duty of the Board to appoint, not less than thirty (30) days nor more than one hundred twenty (120) days before the date of a meeting of the members at which Directors are to be elected, a Committee on nominations consisting of not less than five (5) members who shall be selected from all of the service areas of the Cooperative so as to ensure equitable representation. No Director may serve on such committee. The Committee shall prepare and post at the principal office of the Cooperative, at least thirty (30) days before the meeting of the

members, a list of nominations for Directors which shall include as many nominees for each Board position to be filled at the election, as the Committee deems advisable. The Secretary of the Cooperative shall be responsible for mailing with the notice of the meeting or separately, but at least ten (10) days before the date of the meeting of the members, a statement of the number of Directors to be elected and the names and addresses of the candidates nominated by the Committee on Nominations. Such statement of the Secretary shall also inform the members of the manner in which they may vote by mail for Directors as provided in this section. Any fifteen (15) or more members acting together may make other nominations by petition and the Secretary of the Cooperative shall post such nominations at the same place the list of nominations made by the Committee on Nominations is posted. Nominations made by petition, if any, must be received by the Secretary at least five (5) days before the mailing of ballots in order to be included on mailed ballots, but may still be included on the official ballot at the meeting thereafter.

#### **SECTION 5: Removal Of Director By Members**

Any member may bring charges against a Director and may request his or her removal by filing with the Secretary of the Cooperative such charges in writing together with a petition signed by at least ten percent (10%) of the members of the Cooperative. Such charges must be related to or have some connection with the responsibilities and obligations of said Director. The Director subject to said charges shall be informed in writing of the charges by the Secretary of the Cooperative at least thirty (30) days prior to the date of a meeting of the members of the Cooperative at which the charges are to be considered and shall have an opportunity at such meeting to be heard in person or by Counsel and to present evidence in respect to the charges; and the person or persons bringing the charges shall have the same opportunity. The question of removal of the subject Director shall be considered and voted upon at such meeting duly called and held as prescribed under these Bylaws, and any vacancy created by such removal shall be filled according to the provisions of these Bylaws.

#### **SECTION 6: Resignations**

A Director may resign at any time by delivering written notice to the Board of Directors, the President, or the Secretary. A resignation is effective when notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

#### **SECTION 7: Vacancies**

A vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Directors for the unexpired portion of the term; provided, however, that in the event the vacancy is not filled by the Board within ninety (90) days after the vacancy occurs, the members shall have the right to fill such vacancy at a meeting of the members without compliance with the foregoing provisions with respect to nominations.

### **SECTION 8: Compensation**

Board members shall, as determined by resolution of the Board, receive a fixed sum for each day or portion thereof spent on Cooperative business, such as attendance at meetings, conferences, and training programs, or performing Committee assignments when authorized by the Board. If authorized by the Board, Board members may also be reimbursed for expenses actually and necessarily incurred in carrying out such Cooperative business, or be granted a reasonable per diem allowance by the Board in lieu of detailed accounting for certain expenses as set by the Board. Board members who elect to participate may be extended various forms of liability and accident insurance as well as participation in benefits provided to employees, except for benefits based on salary. No Board member shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a Board member receive compensation for serving the Cooperative, unless the payment and amount of compensation shall be specifically authorized by a vote of the Board. For purpose of this section, "close relative" includes grandparent, parent, husband, wife, child, grandchild, brother, sister, aunt, uncle, nephew, and niece, by blood, by marriage, or by adoption, and the spouse of any of the foregoing.

### **SECTION 9: Rules, Regulations, Rate Schedules, And Contracts**

The Board of Directors shall have power to make, adopt, amend, abolish and promulgate such rules, regulations, rate classifications, rate schedules, contracts, security deposits or any other types of deposits, payments or charges including contributions in aid of construction, or cause said matters to be submitted for any appropriate governmental regulatory approval, not inconsistent with law or the Articles of Incorporation or Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative. Further, the Board of Directors may constitute itself into committees for the purpose of studying and making recommendations to the full Board in the course of its decisional processes.

### **SECTION 10: Education fund**

The Board of Directors shall have the power to establish an Education Fund, and make reasonable contributions thereto, and may incur reasonable expenses for educational purposes that are aimed at benefiting the Cooperative and its members, and in promoting the provision of advanced communications and related services to the Cooperative's service territory.

## **ARTICLE VI MEETINGS OF THE BOARD OF DIRECTORS**

### **SECTION 1: Regular Meetings**

A regular meeting of the Board may be held without notice, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the Board shall also be held monthly at such time and place in the counties served by the Cooperative as designated by the Board. Such regular monthly meeting may be held without notice other than such resolution fixing the time and place thereof.

## **SECTION 2: Special Meetings**

Special meetings of the Board may be called by the President or by any three (3) Directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or Directors calling the meeting shall fix the time and place (within the area served by the Cooperative) for the holding of the meeting. If all Directors consent, a special meeting called by the Directors may be held elsewhere.

## **SECTION 3: Participation By Teleconference.**

Unless specifically prohibited by law, regular or special meetings may be conducted through the use of conference telephone or other communications equipment provided all persons participating in the meetings can communicate with each other. Such participation will constitute attendance and presence in person at the meeting of the persons so participating.

## **SECTION 4: Notice Of Board Meetings**

Written notice of the time, place, and purpose of any special meeting or conference of the Board shall be delivered to each Director at least five (5) days previous hereto either personally or by mail, by or at the direction of the Secretary, or upon default in duty by the Secretary, by the President or the Directors calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Director at his or her address as it appears on the records of the Cooperative, with first-class postage thereon prepaid. Any Director may waive notice of any meeting. The attendance or conference participation of a Director at any meeting shall constitute a waiver of notice of such meeting, except when a Director attends or participates in a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

## **SECTION 5: Quorum**

A majority of the Board shall constitute a quorum, provided, that if less than such majority of the Board is present at said meeting, a majority of the Board present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent Directors of the time and place of such adjourned meeting. The action of a majority of the Directors present or participating, and voting, at a meeting at which a quorum is present shall be the action of the Board.

## **SECTION 6: Unanimous Consent In Writing**

Unless otherwise prohibited by law, Board actions may be taken without a meeting and without a vote if unanimous consent of the Board is obtained in writing setting forth the action taken in detail and the writing is signed by all Directors entitled to vote, and is thereafter filed with the minutes of the Board in the corporate records.

## **SECTION 7: Committees**

The Board of Directors may create one or more Committees and appoint members of the Board of Directors to serve thereon. Each Committee may have two (2) but not more than three



(3) members who serve at the pleasure of the Board of Directors. The creation of a Committee and appointment of members thereto shall be approved by a majority of all the Directors in office when the action is taken.

To the extent specified by the Board of Directors, or in the Articles of Incorporation or these Bylaws, each Committee may exercise the authority of the Board of Directors, except that a Committee may not:

- a. Approve or recommend any matter which requires approval by the members of the Cooperative;
- b. Fill vacancies on the Board or any of its Committees;
- c. Amend Articles of Incorporation;
- d. Adopt, amend or repeal the Bylaws;
- e. Approve any plan of merger or sale of any assets of the Cooperative; or
- f. Authorize or approve any distribution, except according to a general formula or method prescribed by the Board of Directors.

All of the above Committees and their members shall be governed by the same requirements as the Board of Directors with respect to meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors.

#### **SECTION 8: Membership Attendance**

Regular meetings, special meetings and work sessions shall be open to all Cooperative members. No closed or executive sessions shall be held except to discuss: (a) matters the immediate knowledge of which would have an adverse effect on the Cooperative's finances; (b) subjects that tend to prejudice the reputation and character of a person; however, that person may request a public discussion; or (c) matters discussed with an attorney for the Cooperative, the immediate knowledge of which could have an adverse effect on the Cooperative's legal position.

#### **SECTION 9: Minutes**

Minutes shall be kept for all regular and special meetings. Voting shall be conducted in such a manner that the members may know the vote of each Board member. All voting shall be by a voice vote unless a Board member or Cooperative member requests a vote by a showing of hands or otherwise. Copies of the minutes shall promptly be given to Cooperative members upon request. The Board may prescribe a reasonable fee for such copies, provided such fee shall not exceed the estimated labor and material costs of reproducing the minutes.

## **ARTICLE VII OFFICERS**

### **SECTION 1: Number And Titles**

The officers of the Cooperative shall be a President, Vice President, Secretary, Treasurer, and such other officers as may be determined by the Board from time to time. The offices of Secretary and Treasurer may be held by the same person. All officers shall be Directors.

### **SECTION 2: Election And Term Of Office**

The officers shall be elected by ballot, if there is a contest, and if not, by voice vote or any other method designated by the person presiding. They shall be elected annually by the Board at the meeting of the Board held immediately after the annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until the first meeting of the Board following the next succeeding annual meeting of the members, or until a successor shall have been elected and shall have qualified. Except as otherwise provided in these Bylaws, a vacancy in any office shall be filled by the Board for the unexpired portion of the term.

### **SECTION 3: Removal Of Officers And Agents By The Board**

Any officer or agent elected or appointed by the Board may be removed by the Board or by the members for cause related to the position whenever, in its judgment, the best interests of the Cooperative will be served thereby. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten (10) days prior to the Board meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity.

### **SECTION 4: Vacancies**

Except as otherwise provided in these Bylaws, a vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

### **SECTION 5: President**

The President shall:

- a. Be the principal executive officer of the corporation, and unless otherwise determined by the members of the Board, shall preside at all meetings of the members and the Board;
- b. Execute and sign, with the Secretary, any deeds, mortgages, deeds of trust, notes, bonds, contracts, certificates of membership (if any), or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be

expressly delegated by the Board or by these Bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and,

- c. In general perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

#### **SECTION 6: Vice President**

In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him by the Board.

#### **SECTION 7: Secretary**

The Secretary shall be responsible for:

- a. Keeping a register of the names and post office addresses of all members; Keeping the minutes of the meetings of the members and of the Board in one or more books provided for that purpose;
- b. Seeing that all notices are duly given in accordance with these Bylaws or as required by law;
- c. The safekeeping of the corporate books and records and the Seal of the Cooperative and affixing the Seal of the Cooperative to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these Bylaws;
- d. Keeping a register of the names and post office addresses of all members;
- e. Keeping on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Cooperative containing all amendments thereto (which copy shall always be open to the inspection of any member) and, at the expense of the Cooperative, furnishing a copy of these Bylaws and of all amendments thereto to each member; and,
- f. In general performing all duties incident to the Office of Secretary and such other duties as from time to time may be assigned to him or her by the Board; provided, however, that the Secretary shall have authority, with the approval of the Board, to delegate to the General Manager the authority to appoint employees of the Cooperative to actually carry out the responsibilities set forth in this Section.

#### **SECTION 8: Treasurer**

The Treasurer shall be responsible for:

- a. Custody of all funds and securities of the Cooperative;

- b. The receipt of and the issuance of receipts for all monies due and payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative in such financial institutions as shall be selected in accordance with the provisions of these Bylaws; provided, however, that the Treasurer shall have authority, with the approval of the Board, to delegate to the General Manager the authority to appoint employees of the Cooperative to actually carry out the responsibilities set forth in this Section; and
- c. The general performance of all the duties incident to the Office of Treasurer and such other duties as from time to time may be assigned to him by the Board.

#### **SECTION 9: General Manager**

The Board shall appoint a General Manager, who may be, but who shall not be required to be, a member of the Cooperative. The General Manager shall perform such duties as the Board may from time to time assign to the General Manager. The General Manager shall not be a Board member.

#### **SECTION 10: Bonds**

The Board shall require the Treasurer, the General Manager, and any other officer, agent, or employee of the Cooperative charged with responsibility for the custody of any of its funds or property to provide a bond in such sum and with such surety as the Board shall determine. The Board, in its discretion, may also require any other officer, agent, or employee of the Cooperative to provide a bond in such amount and with such surety as it shall determine. The costs of all such bonds shall be borne by the Cooperative.

#### **SECTION 11: Compensation**

The powers, duties and compensation of officers, agents or employees shall be fixed or approved by the Board, subject to the provisions of these Bylaws with respect to compensation for Directors and to close relatives of Directors.

#### **SECTION 12: Reports**

The officers of the Cooperative shall submit, at each annual meeting of the members, reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year. The President and Secretary shall also prepare, sign, and file annual reports with the State of Michigan as required by law. The President and Treasurer shall also ensure the filing of such state, federal, local, or other tax returns or other financial reports as may be required by law.

## **ARTICLE VIII CAPITAL CREDITS**

### **SECTION 1: Interest Or Dividends On Capital Prohibited**

The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or be payable by the Cooperative on any capital furnished by its patrons.

### **SECTION 2: Determination And Allocation Of Net Savings And Patronage Capital In Connection With Furnishing Communications And Related Services; Apportionment Of Losses**

At least once each year, the Cooperative shall determine its net savings, and patronage capital, and the allocation of same, or the apportionment of losses, in accordance with Section 1135 of the Act and these Bylaws.

In the furnishing of communications and related services, the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to insure that the Cooperative will be operated on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of communications and related services in excess of operating costs and expenses properly chargeable against the furnishing of such services. Cost is understood to include a reasonable amount for accumulation for expansion and modernization, or for necessary operating reserves. All such amounts in excess of operating costs and expenses for communications and related services at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses derived from communications and related services provided that no credits shall be due to any patron with respect to the purchase of any service from the Cooperative that is resold by the purchaser or combined with other elements for use in providing a communications service to another person or entity.

The books and records of the Cooperative shall be set up and kept in such manner that at the end of each fiscal year the amount of capital, if any, so furnished by the patron of communications and related services is clearly reflected and credited in an appropriate record to the capital account of each patron, and the Cooperative shall within eight and one-half (8½) months after the close of the fiscal year notify each patron of the amount of capital so credited to the patron's account; provided that individual notice of such amounts furnished by each patron shall not be required if the Cooperative notifies all patrons of the aggregate amount of such excess from communications and related services and provides a clear explanation of how each patron may compute and determine the specific amounts of capital so credited to the patron's account. All such amounts credited to the capital account of any patron shall have the same status as though it has been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts of capital.

In the discretion of the Board of Directors, the Cooperative may create discrete patronage pools in order to separately classify, under policies of general application, certain Cooperative functions or groups of members, or revenue categories, so as to more properly account for costs of service and patronage margins supplied by the members. In doing so, the allocation of revenues and expenses to the patronage pools will be based on a variety of relevant factors such as the amount of revenue generated, cost of rendering service, the terms and conditions of certain types of service, the terms of agreements with members, and the obligations of the parties involved. Allocation of the net margin of a patronage pool to a member will be based upon the proportion of the member's respective dollar volume of services in the pool to the total value of all member services within that pool as the same appears on the books and records of the Cooperative.

To the extent practicable, an operating loss shall be apportioned among the members during the year of the loss so that the loss will be borne by such members in the loss year on an equitable basis, including charging the loss against allocated reserves, unallocated reserves, or the capital credits of said members. Members shall not be directly assessable for any loss. The Board of Directors will have full discretion concerning treatment of the losses provided such treatment will not place an inequitable burden upon current, past or future members.

All non-patronage sources of income and margins shall, insofar as permitted by law, be used to offset any patronage losses during the current or any prior fiscal year and, to the extent not needed for that purpose, will be used to establish and maintain an unallocated reserve not assigned to patrons.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. All allocations and retirements of capital shall be at the discretion and direction of the Board as to kind, timing, method, and type of assignment and distribution. In no event may any such capital be retired unless, after the proposed retirement, the remaining capital of the Cooperative shall equal at least the minimum capital requirements imposed upon the Cooperative either by law, by the terms of its contractual obligations, or by its Articles of Incorporation or Bylaws.

Capital credited to the account of each patron shall be assignable only on the books of the Cooperative, pursuant to written instruction from the assignor and only to successors in interest, or successors in occupancy, in all or in a part of such patrons' premises served by the Cooperative, unless the Board, acting under policies of general application, shall authorize other types of assignments. Patrons at any time may assign their capital credits back to the Cooperative and the Cooperative is authorized to negotiate capital credit settlement arrangements with bankrupt patrons.

Notwithstanding any other provision of these Bylaws, the Board, at its discretion, shall have the power at any time upon the death of any natural patron, upon request in writing by the legal representative of the deceased's estate, to direct that the capital credited to any such patron

be retired prior to the time such capital would be retired in a general retirement under provisions of these Bylaws, and to retire the capital credited to such patron's estate immediately upon such terms and conditions as agreed upon by the Board, acting under policies of general application, and the legal representative of such patron's estate, provided, however, that the financial condition of the Cooperative will not be impaired thereby.

A person entitled to payment for redemption of member capital shall be given reasonable notice of the redemption, which notice may be by mail to the last known address of the person. If the person fails to respond to the notice and claim the payment within 5 years from the date of notice, that person shall have no further rights in the member capital and the member capital may be added to the general funds of the cooperative. Any refunds of patronage capital or deposits not claimed within 5 years after reasonable notice has been given to the member's last known address shall remain the property of the Cooperative. If any such refund is not claimed by the member within the 5-year period, the member shall have no claim to the refund.

The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract both between the Cooperative and each patron, and further, between all the patrons themselves individually. Both the Cooperative and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such term and provisions with the Cooperative and each of its patrons. This Article of the Bylaws shall be called to the attention of each patron of the Cooperative by posting in a conspicuous place in the Cooperative's office or by publication distributed by the Cooperative to its patrons.

## **ARTICLE IX INDEMNIFICATION**

### **SECTION 1: Personnel of the Cooperative**

The Cooperative shall indemnify all persons who were or are directors, officers, agents and employees, against liability and expenses to the extent that the Michigan Nonprofit Corporation Act or other provisions of law permits and so long as their acts or omissions constituting the grounds for the alleged liability were performed in their official capacity and, if actionable, were based upon good faith business judgment and the belief that the acts or omissions were in the best interest of the Cooperative. Reference herein to directors, officers, employees or agents shall include former directors, officers, employees or agents and their respective heirs, executors and administrators.

The Cooperative shall indemnify the above-described personnel of the Cooperative against liabilities, claims, fines, and penalties imposed upon or asserted against him/her (including amounts paid in settlement) by reason of having been a director, officer, or employee, whether or not continuing to be so, and against all expenses (including counsel fees) reasonably incurred by him/her in connection therewith, except in relation to matters as to which such person shall have been finally adjudged liable by reason of his/her willful misconduct or knowing violation of the criminal law in the performance of his/her duties as such director, officer, or employee. The Cooperative may, in the discretion of the Board of Directors,

reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of the final disposition of the proceeding if:

- a. The director, officer, or employee furnishes a written statement to the Cooperative of his/her good faith belief that he/she is entitled to indemnification from the Cooperative.
- b. The director, officer, or employee furnishes to the Cooperative a written undertaking to repay any funds advanced if it is ultimately determined that he/she is not entitled to indemnification from the Cooperative, and
- c. The Board of Directors of the Cooperative shall determine that the facts then known do not preclude indemnification of the director, officer, or employee. The Board of Directors is hereby empowered, by majority vote of a quorum of disinterested directors, to contract in advance to indemnify any director or officer.

The Board of Directors is hereby empowered, by majority vote of a quorum of disinterested directors, to cause the Cooperative to indemnify or contract in advance to indemnify any person who was or is a party to any proceeding, by reason of the fact that he/she is or was an employee or agent of the Cooperative, or is or was serving at the request of the Cooperative as director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other profit or nonprofit enterprise, to the same extent as if such person were specified as one to who indemnification is granted above.

## **SECTION 2: Insurance**

The Cooperative may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a director, officer, employee or agent of the Cooperative, or is or was serving at the request of the Cooperative as a director, officer, employee or agent of another corporation, partnership, joint venture, trust employee benefit plan or other profit or nonprofit enterprise, against any liability asserted against or incurred by any such person in any such capacity or arising from his/her status as such, whether or not the Cooperative should have power to indemnify him/her against such liability under the provisions of this Article.

## **SECTION 3: Applicability**

The provisions of this Article shall be applicable to all actions, claims, suits, or proceedings commenced after the adoption hereof, whether arising from any action taken or failure to act before or after such adoption. No amendment, modification or repeal of this Article shall diminish the rights provided hereby or diminish the right to indemnification with respect to any material claim, issue or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification or repeal.



## **ARTICLE X DISPOSITION AND PLEDGING OF PROPERTY**

The Cooperative may not sell, mortgage, lease, transfer, or otherwise dispose of or encumber any of its property other than:

- a. Property which in the judgment of the Board of Directors neither is nor will be necessary or useful in operating and maintaining the Cooperative's system and facilities; provided, however, that all sale of such property shall not in any one (1) year exceed in value ten percent (10%) of the value of all of the property of the Cooperative;
- b. Services of all kinds, including communications and related services;
- c. Personal property acquired for resale

With respect to all other transfers or encumbrances, the Cooperative may at any meeting of its Board of Directors, sell, mortgage, lease, transfer, or exchange all or any substantial portion in excess of ten percent (10%) of its total assets; merge with or consolidate into another entity; dissolve the Cooperative; or file for bankruptcy with the United States Bankruptcy Court upon such terms and conditions as the Board of Directors deems expedient and for the best interests of the Cooperative, when and as authorized by the affirmative vote of at least two-thirds (2/3) of the total members of the Cooperative cast in person, or by mail, at a meeting of the members preceded by notice that includes a clear explanation of the action to be voted upon, and if also authorized by the holders of at least seventy-five percent (75%) of the outstanding indebtedness of the Cooperative; Provided further, however, that notwithstanding anything herein contained, the Board of Directors, without authorization by the members, shall have full power and authority to borrow money from United States of America, or any agency or instrumentality thereof, or from a national financing institution organized on a cooperative plan for the purpose of financing its members' programs, projects and undertakings, in which the Cooperative holds membership, or from a financial institution incorporated under the laws of the State of Michigan or the United States of America, and in connection with such borrowing to authorize the making and issuance of bonds, notes or other evidences of indebtedness and, to secure the payment thereof, to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust upon, or the pledging or encumbering of any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income therefrom, all upon such terms and conditions as the Board of Directors shall determine.

## **ARTICLE XI FINANCIAL TRANSACTIONS**

### **SECTION 1: Contract**

Except as otherwise provided in these Bylaws, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the

name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

#### **SECTION 2: Checks, Drafts, Payments, Indebtedness**

All checks, drafts, or other orders for the payment of money, and all notes, bonds, or other evidences of indebtedness issued in the name of the Cooperative shall be signed by such officer(s), agent(s), or employee(s) of the Cooperative and in such manner, as shall from time to time be determined by resolution of the Board.

#### **SECTION 3: Deposits**

All the funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such institutions as the Board may select.

#### **SECTION 4: Change In Rates**

Rate changes shall be approved by the Board of Directors and by applicable regulatory agencies. Written notice shall also be given to the members and to any local, state, or federal governmental unit or agency entitled to said notice.

#### **SECTION 5: Fiscal Year**

The fiscal year of the Cooperative shall begin on the first day of January of each year and shall end on the thirty-first day of December of the same year.

### **ARTICLE XII MISCELLANEOUS**

#### **SECTION 1: Membership In Other Organizations**

The Cooperative may become a member or purchase stock in other profit or nonprofit organizations, associations, partnerships, or joint ventures when the Board finds that the general or long-term interests of its membership will be served by such investments or participation.

#### **SECTION 2: Dispute Resolution Body**

The Cooperative, by its Board of Directors, may establish a neutral dispute resolution body to settle disputes between the cooperative and any of its members. A dispute resolution body shall be composed of individuals who are approved by both parties to the dispute, which individuals may be members or nonmembers, but not officers or directors of the Cooperative. Any person becoming a member shall, by becoming a member, agree that his or her membership in the Cooperative is conditioned upon participation in good faith in the dispute resolution process authorized by this section.

### **SECTION 3: Waiver Of Notice**

Any member or Director may waive in writing any notice of a meeting required to be given by these Bylaws. The attendance of a member or Director at any meeting shall constitute a waiver of notice of such meeting by such member or Director, except in case a member or Director shall attend a meeting for the express purpose of objecting to the transaction of any business, on the grounds that the meeting has not been lawfully called or convened.

### **SECTION 4: Policies, Rules, And Regulations**

The Board shall have power to make and adopt such policies, rules, and regulations, not inconsistent with law, the Articles of Incorporation, or these Bylaws, as it may deem advisable for the management of the business and the affairs of the Cooperative.

### **SECTION 5: Accounting System And Reports**

The Board shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting system as may from time to time be designated by the Federal Communications Commission, Michigan Public Service Commission, or and other applicable regulatory authorities. The Board of Directors shall also cause to be made a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of each fiscal year. Such audit reports shall be submitted to the members at or prior to the next succeeding annual meeting of the members.

### **SECTION 6: Area Coverage**

The Board shall make diligent efforts to see that communication services are provided to all unserved persons within the Cooperative service area who: (a) desire such service; and (b) meet all reasonable requirements established by the Cooperative as a condition of such a service.

### **SECTION 7: Rates And Service Conditions**

The tariffs containing the rates, terms and conditions of service, along with the Cooperative's service policies and procedures for the resolution of disputes, shall be outlined in the Cooperative's "Summary of Rates and Service Policies" which shall be adopted by the Cooperative's Board of Directors. The Cooperative shall make the Summary available for general inspection by members during the Cooperative's normal hours of business operation.

### **SECTION 8: Membership Certificates**

Membership in the Cooperative shall be evidenced by a certificate of membership which shall be in such form and shall contain such provisions as shall be determined by the Board of Directors, consistent with applicable laws, the Articles of Incorporation, and these Bylaws. Each member certificate shall be signed by the President and the Secretary of the Cooperative, and shall have the corporate seal affixed thereto. No membership certificates shall be issued for less than the membership fee established by the Board, nor until such membership fee has been fully

paid. In the case of a lost, destroyed, or mutilated certificate, a new certificate may be issued therefore upon such terms and such indemnity to the Cooperative as the Board of Directors may prescribe.

#### **SECTION 9: Robert's Rules Of Order**

All meetings of the Cooperative and the Board of Directors will be subject to the latest edition of Robert's Rules of Order, with the exception that the President is allowed to vote.

#### **SECTION 10: Seal**

The Corporate Seal of the Cooperative shall have inscribed thereon the name of the Cooperative and the words, "Corporate Seal".

### **ARTICLE XIII AMENDMENTS OF ARTICLES OF INCORPORATION OR BYLAWS**

An amendment to the Articles of Incorporation may be proposed by the Board or by 10% or more of the members, and shall be considered at the next annual or special meeting.

These Bylaws may be altered, amended or repealed by the members of the Cooperative or by the affirmative vote of two-thirds (2/3) of the Board of Directors, at any regular or special meeting of the members or of the Board of Directors, respectively, of which meeting notice shall have been given, provided that notice of such proposed alteration, amendment or repeal shall have been contained in the notice of such meeting; and provided further, that the Board of Directors shall not make, alter, amend or repeal any Bylaws fixing their qualification, classifications or terms of office. Any alteration, amendment or repeal by the Board of Directors shall be submitted for consideration at the next meeting of the members of the Cooperative, provided that notice of the proposed submission shall have been given with the notice of the meeting, and any action then taken by the members with respect to such alteration, amendment or repeal shall be binding on the Board of Directors.

Member approval of amendments to the Articles of Incorporation or the Bylaws shall be by the affirmative vote of a majority of the votes cast by members eligible to vote at a meeting called according to proper notice as provided in these Bylaws. Amendments of the Articles of Incorporation, or of the Bylaws, shall also comply with Section 1145 and 1146 of the governing Act.

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

\* \* \* \* \*

In the Matter of the Application of Allband )  
Communications Cooperative for a Temporary )  
and Permanent License to Provide Basic Local )  
Exchange Service in Seven Unserved Service )  
Territories in Northeast Lower Michigan. )

Case No. U-15385

**EXHIBIT JR-2 (A-2)**

Biographies of Key Management  
And Technical Consultants for  
Allband Communications Cooperative

# **ALLBAND COMMUNICATIONS COOPERATIVE**

## **Biographies of Key Management and Technical Consultants**

This summary provides biographical sketches of key members of the Board of Directors of Allband Communications Cooperative, and some of the key consultants who are associated with the formation of the Cooperative, and the efforts to implement communication services in the Cooperative's proposed service territory.

### **MANAGEMENT**

#### **John M. Reigle, President, Allband Communications Cooperative**

John M. Reigle is the founder of Allband Communications Cooperative, and currently serves on its Board of Directors and as President of the Cooperative. Mr. Reigle's vision has been to provide the finest communication services to residents of the "unassigned" area of Michigan where he currently lives, using a fiber optic network. Allband will also provide an opportunity for economic development in its service territory, and will also provide a place where students, faculty, and industry will converge to provide educational and research opportunities for the area.

In addition to his affiliation with Allband, Mr. Reigle also has extensive experience in the consulting business, serving various corporations with competitive market strategies, site selection services, and new product and service development. He is currently providing rural market consulting and management services to small communities in Northeast Michigan, with the focus on sustainable economic development projects.

John M. Reigle earned a Bachelor of Independent Studies degree from the University of Michigan-Flint and a Mortuary Science degree from Wayne State University. He worked as a licensed funeral director and manager of the Colonial chapel for Reigle Funeral Homes for 6 years. This was a business his grandparents, John J. and Wanda E. Reigle, started in Flint, Michigan in 1930. The family business, which included three funeral homes, a flower shop, and a limousine service, was a large and respected firm. It was sold in 1986 to Service Corporation International, the world's largest provider of funeral services. Mr. Reigle continued to work for SCI until 1993. Since then, Mr. Reigle has been an advocate for consumer rights in the funeral industry. He authored the book "When Death Occurs: A Practical Consumer's Guide to Funerals, Memorials, Burial, Cremation, and Body Donation" (copyright 2003) and gives educational workshops on his book across the Midwest.

### **Vivian L. Kus, Allband Communications Cooperative**

Vivian L. Kus is a member of the Board of Directors and Treasurer of Allband. Mrs. Kus retired from the banking industry in 1998 and currently resides in Curran, Michigan, with her husband, Craig Kus, CEO for the Bank of Alpena.

Mrs. Kus began her banking career in 1979 with Florida Coast Bank as a Customer Service Representative. After returning to Michigan in 1984, she was employed by Alpena Savings Bank as a Collection Teller and later as a Customer Service/New Accounts Representative. With the merger of Alpena Savings Bank and First of America Bank, she was promoted to Cash Management Sales. Her responsibilities included selling cash management products and services to commercial customers in the Northeast Michigan area. Mrs. Kus continued in this capacity after First of America merged with National City Bank, and until her retirement.

### **Other Allband Board Members --**

In addition to the above, other local residents within the proposed service territory who are members of Allband's Board of Directors include the following:

#### **Robert C. Hastings - Member of the Board and Vice-President**

Mr. Hastings is a retired sewer and water contractor, and has considerable expertise in related local and state regulation of public works projects.

#### **Jerry R. McBride - Member of the Board and Secretary**

Mr. McBride is a retired engineer who specialized in large industrial projects.

#### **Allyn J. Kaercher - Member of the Board**

Mr. Kaercher is a retired member of the production facilities staff at the Ann Arbor News.

### **General Manager -- Allband Communications Cooperative**

Allband's General Manager is Mr. Paul Hartman, who is an experienced expert in the telecommunications field. Mr. Hartman started working for the Bell System in 1973 in such areas as jurisdictional separations and Division of Revenues before starting Hartman Associates in 1985. For the next 14 years, Mr. Hartman taught classes on telecommunications primarily in the areas of jurisdictional separations, settlements, access charges and related issues for the various major stakeholders. He also was the arbitrator and/or assisted in the arbitration of numerous interconnection agreements per the 1996 Telecommunications Act. He also worked with the Indiana Commission in the Investigation of Access Charge Reform and Universal Service Reform and served on the federal-state jurisdictional separations joint board (CC80-286) staff for Commissioner Rolka of Pennsylvania.

Since 1999, Mr. Hartman worked for Smithville Telephone Company, an ILEC; for New Edge Networks, a CLEC; for OutReach Communications, a VDSL integrator; and for Beacon Telecommunications Advisors, consultants. He was the chair of Focus Group 2B2 (Packet

Switching Reliability) of the Network Reliability and Interoperability Council V (NRIC V) and assisted four state commissions with their Section 271 proceedings.

In late 2004, Mr. Hartman became the general manager for Allband Communications Cooperative, a start-up Incumbent Local Exchange Carrier that now provides state of the art fiber-to-the-home services to a previously unserved 177 square mile area in the northeastern portion of the lower peninsula of Michigan.

### **Operations Manager -- Allband Communication Cooperative**

Ron K. Siegel Jr. (M.A., Michigan State University) is the Operations Manager of Allband Communications Cooperative and has worked for the cooperative since November 2004. Mr. Siegel has a strong history of multi-layered project coordination and operational management, and is responsible for multiple areas of the cooperative's development and operational support.

Mr. Siegel earned a Bachelors and Masters degree in telecommunications from Michigan State University where he focused his graduate studies on rural telecommunication development and wrote a masters thesis titled, *Roles for Local Governmental, Educational, and Related Entities in Rural Telecommunication Development*.

Mr. Siegel began his management career as the operations manager of an independent grocer in southeast Michigan. He worked for Michigan State University's Telecom Systems Department as a graduate employee and was the lead project coordinator of the MSU Site for Information and Telecommunication Experimentation (M-SITE) where he co-authored the, *Broadband Services Report*, a state funded regional strategic report on broadband implementation in rural Northeast Michigan.

### **Engineering**

#### **Kardramas, Lee & Jackson**

Allband has secured and utilized the services of an excellent Michigan-based engineering firm, Kadramas, Lee & Jackson, to design Allband's planned system expansion and to prepare associated engineering plans, maps, and engineering-related loan documents. A copy of the website page of this firm is attached.

### **Accounting**

#### **James E. McCartney, C.P.A., McCartney & Company, P.C.**

Allband has obtained the services of McCartney & Company, PC, and James E. McCartney, CPA, to provide accounting services to Allband, and the associated compilation of various documents for supporting license and loan applications. Mr. McCartney has over 30 years of experience in the accounting field, and has provided services to numerous clients in the utility and telecommunications field, including various cooperative associations.



## **Legal**

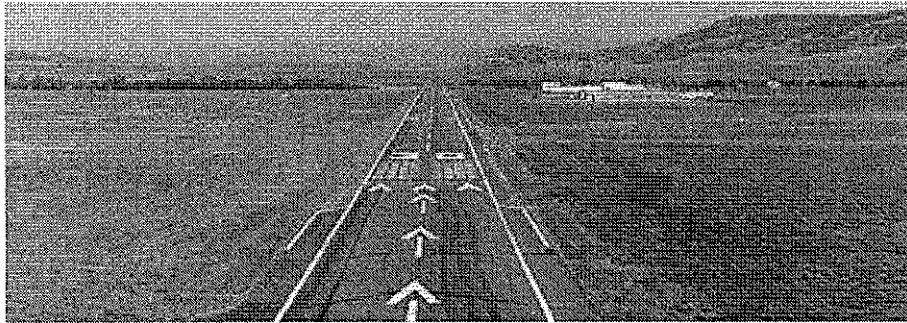
### **Clark Hill PLC, Don L. Keskey, Esq.**

Allband has obtained the services of Clark Hill PLC, and Don L. Keskey, to assist in the formulation of Allband, and in applying for applicable licenses and loans. Mr. Keskey has over 33 years of legal experience as an attorney, including nine years in private practice and 25 years as an Assistant Attorney General for the State of Michigan, including 15 years as the Assistant Attorney General in Charge of the Public Service Division of the Attorney General's Office. For many years, Mr. Keskey served as the Division Head of the Attorney General's Office that represented the Michigan Public Service Commission in state and federal agencies and Courts. As a member of the firm of Clark Hill PLC, Mr. Keskey continues to be heavily involved in utility and regulatory law, including telecommunications matters. Clark Hill PLC also specializes through its Lansing office in administrative law and governmental affairs, and -- utility and regulatory law, including telecommunications matters.

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a K

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

\* \* \* \* \*

In the Matter of the Application of Allband       )  
Communications Cooperative for a Temporary    )  
and Permanent License to Provide Basic Local   )  
Exchange Service in Seven Unserved Service   )  
Territories in Northeast Lower Michigan.       )

Case No. U-15385

**EXHIBIT JR-3 (A-3)**

Proposed Exchanges

Legal Descriptions

Service Area Maps

### **Big Creek**

Beginning at the Northwest Corner of Section 17, T25N, R1E, Big Creek Twp., Oscoda County, east to the Northeast Corner of Section 16, T25N, R2E, south to the Northeast Corner of Section 28, west to the Northeast Corner of Section 30, south to the Southeast Corner of Section 31, west to the Northeast Corner of Section 1, T24N, R1E, Foster Twp., Ogemaw County, south to the Southeast Corner of Section 24, west to the Southwest Corner of Section 20, north to the Northeast Corner of Section 18, west to the Northwest Corner of Section 18, north to the Northwest Corner of Section 19, T25N, R1E, Big Creek Twp., Oscoda County, east to the Northeast Corner of Section 19, north to the point of beginning.

[illegible]

**Fox Creek (Between the Onaway & Rogers City Exchange)**

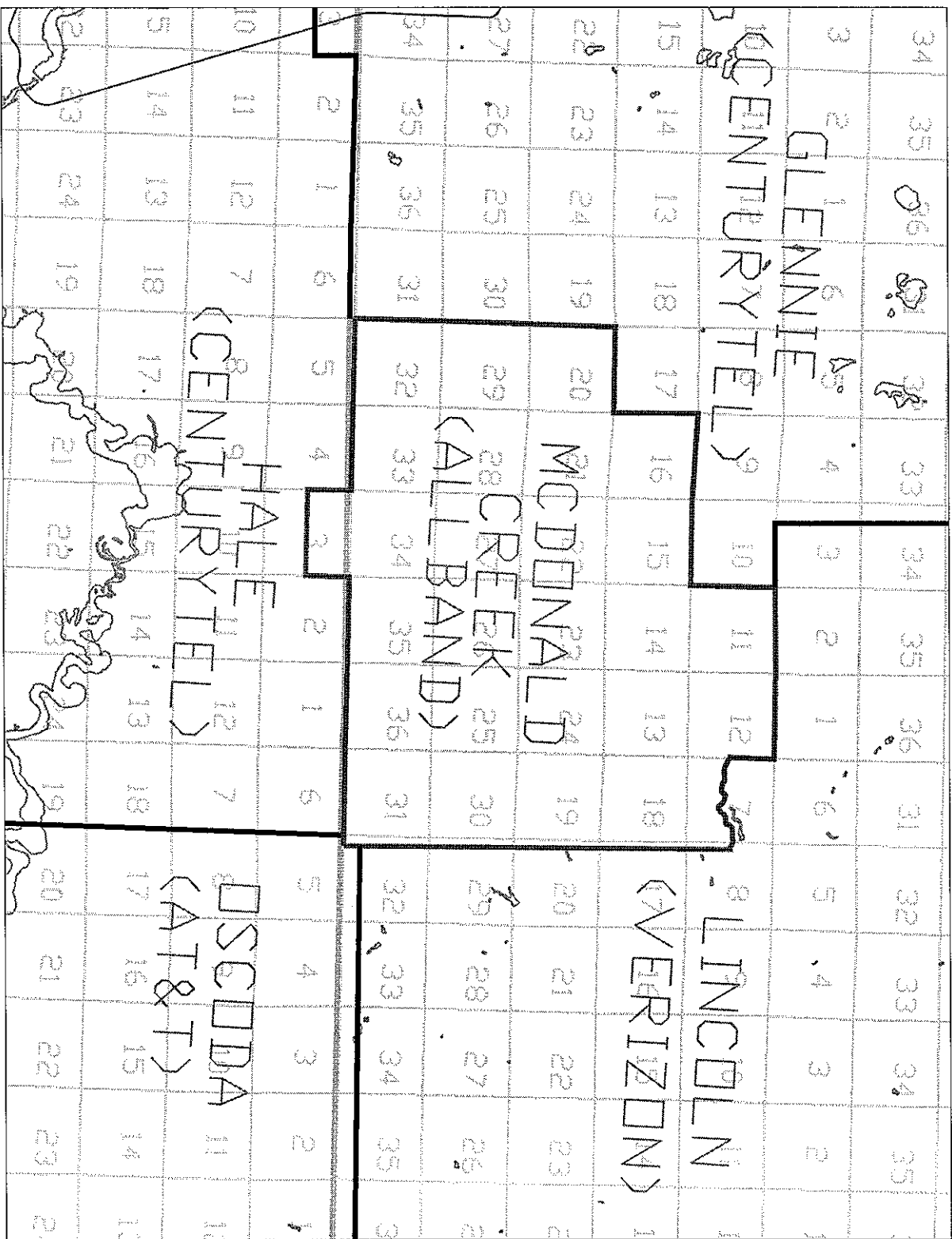
Beginning at a point 1/10 mile east of the Northwest Corner of Section 6, T34N, R4E, Bismarck Twp., Presque Isle County, east to the Northeast Corner of Section 2, south to the Southeast Corner of Section 23, west to the Southeast Corner of Section 19, north to the Northeast Corner of Section 18, west to a point 1/10 of a mile east of the Northwest Corner of Section 18, north to the point of beginning.



### **McDonald Creek**

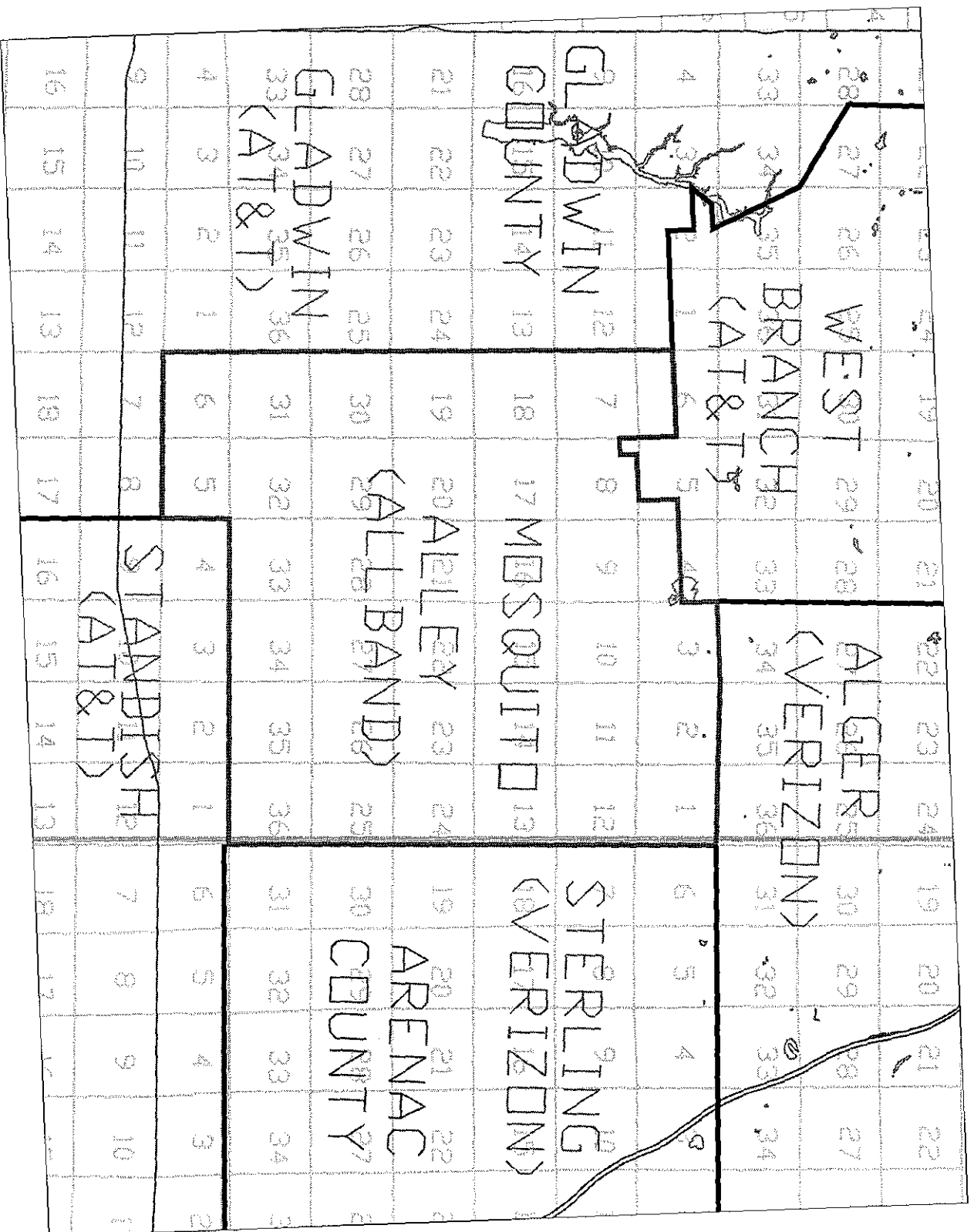
Beginning at the Southwest Corner of Section 32, T25N, R7E, Mikado Twp., Alcona County, east to the Northeast Corner of Section 4, T24N, R6E, Oscoda Twp., Iosco County, south to the West  $\frac{1}{4}$  post of Section 3, east to the East  $\frac{1}{4}$  Post of Section 3, north to the Northeast Corner of Section 3, east to the South  $\frac{1}{8}$  Post of the Southwest  $\frac{1}{4}$  of Section 32, T25N R8E, Mikado Twp., Alcona County, north to the South Branch of the Pine River, west along said River to its intersection with the East Line of Section 12, T25N, R7E, north to Northeast Corner of Section 12, west to the Northwest Corner of Section 11, south to the Northeast Corner of Section 15, west to the Northwest Corner of Section 16, south to the Northwest Corner of Section 21, west to the Northwest Corner of Section 20, south to the point of beginning.





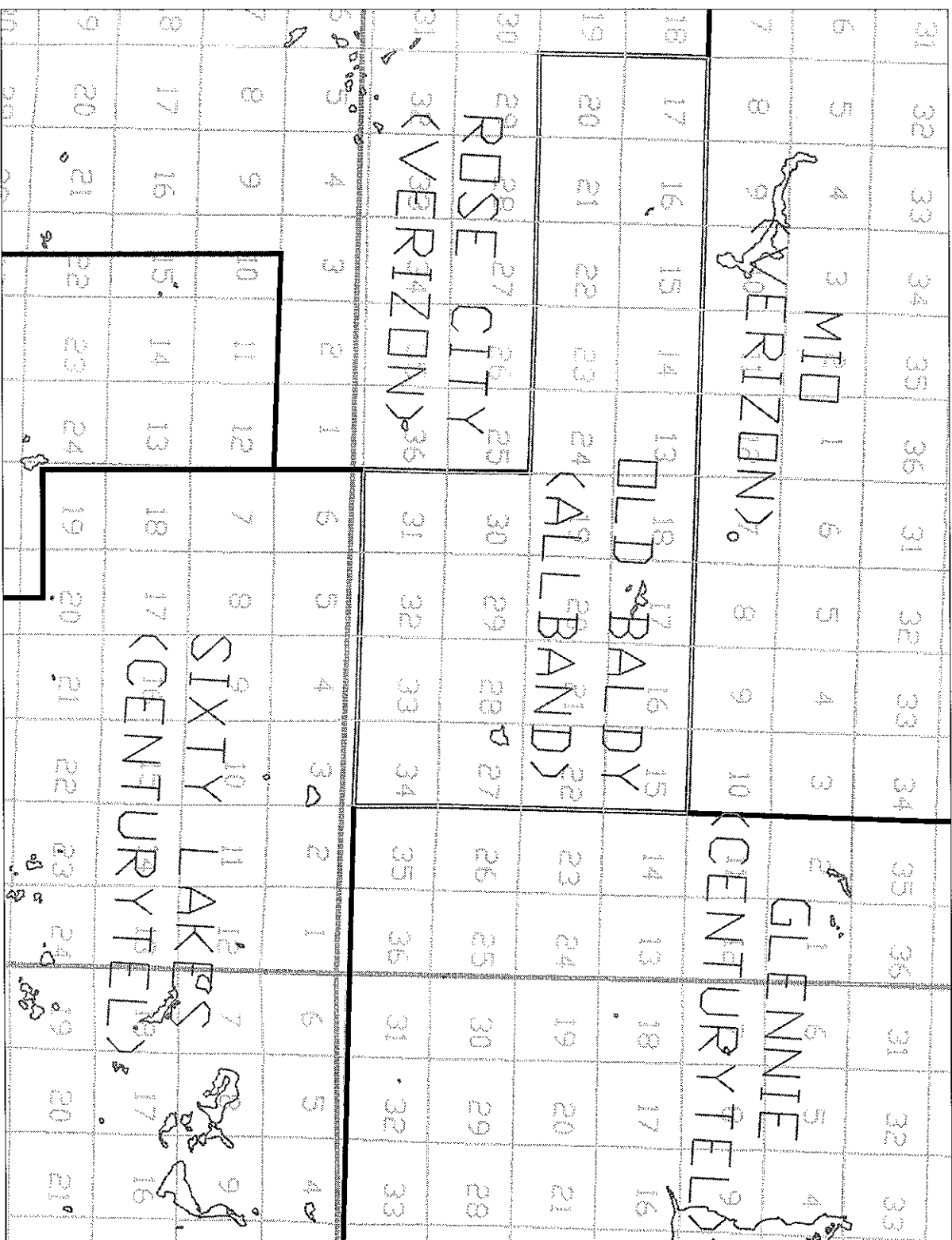
### **Mosquito Alley**

Beginning at the east  $\frac{1}{4}$  post of Section 1, T19N, R1E, Secord Township, Gladwin County; east to the east  $\frac{1}{4}$  post of Section 6, T19N, R2E, Grim Township; south to the west  $\frac{1}{8}$  post of the northwest  $\frac{1}{4}$  of the northwest  $\frac{1}{4}$  of Section 8; east to the southeast corner of the northwest  $\frac{1}{4}$  of the northwest  $\frac{1}{4}$  of Section 8; north to the north  $\frac{1}{8}$  post of the northwest corner of Section 8; east to the north  $\frac{1}{8}$  post of the northeast  $\frac{1}{4}$  of Section 8, north to the north  $\frac{1}{8}$  post of the southeast  $\frac{1}{4}$  of Section 5; east to the east  $\frac{1}{4}$  post of Section 4; north to the northwest corner of Section 3; east to the northeast corner of Section 1; south to the southeast corner of Section 36, west to the southeast corner of Section 32, south to southeast corner of Section 5, T18N, R2E, Grim Township; west to the southwest corner of Section 6; north to the point of beginning.



### **Old Baldy**

Beginning at the Northwest Corner of Section 17, T25N, R3E, Mentor Twp., Oscoda County, east to the Northeast Corner of Section 15, T25N, R4E, south to the Southeast Corner of Section 34, west to the Southwest Corner of Section 31, north to the Northwest Corner of Section 30, west to the Southwest Corner of Section 20, T25N, R3E, north to the point of beginning.



## **Thunder Bay**

Beginning at Lat/Long: (45.628741, -84.206983) on the shoreline of Lake Huron, traversing in a southeasterly direction along the shore of Lake Huron to Lat/Long: (44.511111, -83.318483), east to Lat/Long: (44.511111, -82.329875) on Lake Huron, northwesterly to Lat/Long: (45.340911, -82.525367), northwesterly to Lat/Long: (45.628741, -83.163783), west to the point of beginning.

Size: 3,662 sq miles

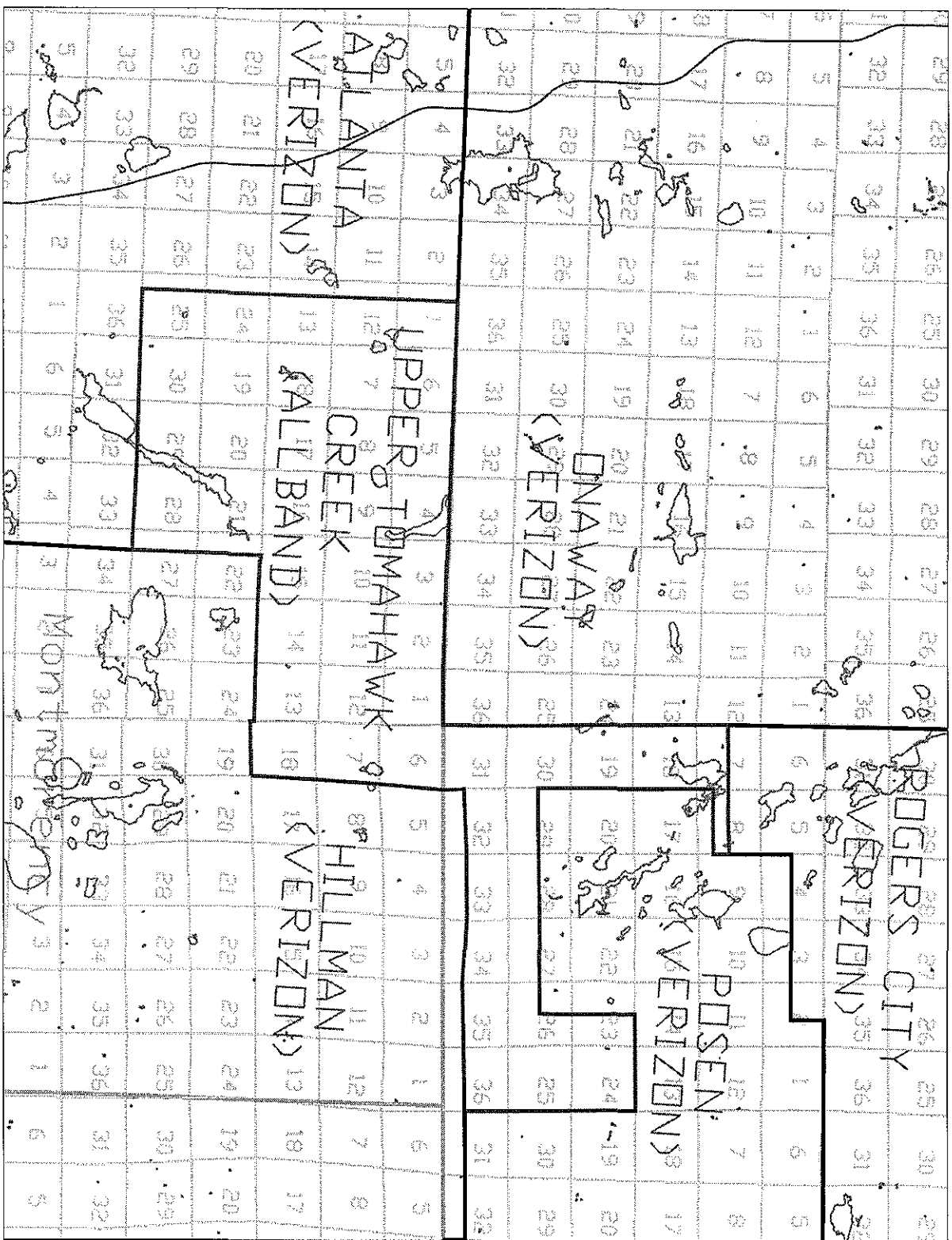
Coastline: 224 Miles

This is a detailed map of the state of New York, showing county boundaries, major cities, and geographical features. The map is oriented with North at the top. Key locations labeled include Albany, Binghamton, Buffalo, Rochester, Syracuse, and New York City. The map also shows the Great Lakes to the west and the Atlantic Ocean to the east.

**Upper Tomahawk Creek**  
**(Between the Atlanta/Onaway & Posen/Hillman Exchange)**

Beginning at the West  $\frac{1}{4}$  Corner of Section 7, T33N, R4E, Bismarck Twp., Presque Isle County, east to the East  $\frac{1}{4}$  Corner of Section 8, south to the West  $\frac{1}{8}$  Corner of the Southwest  $\frac{1}{4}$  of Section 9, west to the East  $\frac{1}{8}$  Corner of the Southeast  $\frac{1}{4}$  of Section 7, south to the West  $\frac{1}{4}$  Corner of Section 29, east to the Center of Section 26, north to the North  $\frac{1}{4}$  Corner of Section 23, east to the Northeast Corner of Section 24, south to a point  $\frac{1}{10}$  mile north of the Southeast Corner of Section 36, west to a point  $\frac{1}{10}$  mile north of the Northwest Corner of Section 5, T32N, R4E, Montmorency Twp., Montmorency County, south to the Southeast Corner of Section 18, west to a point  $\frac{1}{10}$  mile east of the Southwest Corner of Section 15, T32N, R3E, south to a point  $\frac{1}{10}$  mile east of the Northwest corner of Section 34, west to the South  $\frac{1}{8}$  Corner of the Southwest  $\frac{1}{4}$  of Section 25, T32N, R2E, north to the North  $\frac{1}{8}$  Post of the Northwest  $\frac{1}{4}$  of Section 1, east to Southeast Corner of Section 36, T33N, R3E, Case Twp., Presque Isle County, north to the point of beginning.





**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

\* \* \* \* \*

In the Matter of the Application of Allband       )  
Communications Cooperative for a Temporary    )  
and Permanent License to Provide Basic Local   )  
Exchange Service in Seven Unserved Service   )  
Territories in Northeast Lower Michigan.       )

Case No. U-15385

**EXHIBIT JR-4 (A-4)**

Small and Minority Owned Business Participation Plan for  
Allband Communications Cooperative

**SMALL AND MINORITY OWNED TELECOMMUNICATIONS  
BUSINESS PARTICIPATION PLAN FOR  
ALLBAND COMMUNICATIONS COOPERATIVE**

**STATEMENT OF PURPOSE**

Pursuant to Section 504 of the Michigan Telecommunications Act and as a responsible corporate resident authorized to transact business in the State of Michigan, Allband Communications Cooperative ("Allband") will use best efforts, with due regard to price and quality factors, to purchase goods and services from small and minority owned telecommunications businesses and to provide, to the maximum extent feasible, technical assistance to such businesses. The Cooperative's goal shall be the full and equal participation of such businesses as defined by the Michigan Department of Management and Budget, providing such goods and services are offered on a market competitive basis.

**PARTICIPATION PLAN**

The Cooperative will advise all personnel of the existence of this Plan and of the goals established in this Plan.

The Cooperative will exercise diligence and sensitivity to ensure that opportunities to small and minority owned telecommunications businesses for doing business with the Cooperative are equivalent to those provided to those entities which are not small or minority owned.

*This Plan is a statement of objectives and is not intended to create any legal obligation of the Cooperative.*

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

\* \* \* \* \*

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Territories in Northeast Lower Michigan.       )

Case No. U-15385

**EXHIBIT JR-5 (A-5)**

Illustrative Tariff for  
Allband Communications Cooperative

ALLBAND COMMUNICATIONS COOPERATIVE

Schedule of Rates, Charges, and  
Regulations governing

LOCAL TELEPHONE EXCHANGE SERVICE

Applying in the Exchanges of this Company  
in Michigan as designated in the Table of  
Contents herein.

Michigan Public  
Service Commission

04/13/2007

Approved

Issued: December 28, 2006

Effective: December 29, 2006

Issued under the authority of the Michigan Public Service Commission Order,  
dated December 2, 2004, in MPSC Case No. U-14200

Issued by: Paul Hartman, General Manager, paul.hartman@allband.org

Hillman, Michigan

LOCAL TELEPHONE EXCHANGE SERVICE

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- Robbs Creek	6	Original	12/28/06
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Federal Programs	9	Original	12/28/06

Michigan Public  
Service Commission

04/13/2007

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\*New or revised sheet

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LOCAL TELEPHONE EXCHANGE SERVICE

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LOCAL TELEPHONE EXCHANGE SERVICE  
APPLICATION AND ARRANGEMENT OF TARIFF

A. APPLICATION

1. This Tariff applies to Local Telephone Exchange Service of the Allband Communications Cooperative - hereinafter referred to as the Telephone Company - in exchange(s) in Michigan as designated herein.
2. Local Telephone Exchange Service is that of furnishing facilities for telephone intercommunication between customers within a Local Service Area and is provided in accordance with the MPSC Service Quality Rules Case No. U-14435 Effective August 1, 2003.
3. The provision of service is subject to regulation specified in the M.P.S.C. Tariffs of the Telephone Company, which tariffs as they now exist or as they may be revised, added to, or supplemented by superseding issues are hereby made a part of this Tariff.

B. EXPLANATION OF SYMBOLS

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate, or new treatment resulting in increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate, or new treatment resulting in reduced rate.



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Hillman, Michigan



LOCAL TELEPHONE EXCHANGE SERVICE

INDEX OF INCORPORATED VILLAGES, TOWNSHIPS  
AND COUNTIES WITHIN ITS SERVICE EXCHANGE AREA

<u>Exchange</u>	<u>Incorporated Villages</u>	<u>Townships</u>	<u>County</u>
Robbs Creek	None	Alcona	Alcona
		Caledonia	
		Hawes	
		Mitchell	
		Green	Alpena
		Ossineke	
		Rust	Montmorency
		Clinton	Oscoda

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Hillman, Michigan

LOCAL TELEPHONE EXCHANGE SERVICE

Exchange: ROBBS CREEK

A. GENERAL

1. The provision of service at the rates shown below is subject to the regulations given in the General Rules and Regulations as they now exist and are filed with and form part of this Tariff.
2. The rates shown below entitle the customer (business or residential) to all the monthly services listed in Company's M.P.S.C. No. 31 (R) for the above-mentioned exchange plus:
  - (a) Unlimited data calls and MOU within the Robbs Creek exchange
  - (b) Unlimited Originating Local Calls within Local Calling Area
  - (c) Unlimited toll calling to non-data lines in the following exchanges in Michigan
    - i) Lincoln
    - ii) Fairview
    - iii) Atlanta
    - iv) Hillman
    - v) Lachine
    - vi) Hubbard Lake
  - (d) Right to purchase Warm Line service at 50% of rate stated below for up to three consecutive months once in any calendar year. With Warm Line service, the customers may make 911 calls only.

B. MONTHLY RATES:

<u>Class of Service</u>	
Residence 1-Party Line	\$20.00
Business 1-Party Line	\$20.00

- C. OTHER RATES – The Company will negotiate individual contracts based on a Customers communication needs. This contract will take into account the type of services desired, the volume of those services and the term of those services



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LOCAL TELEPHONE EXCHANGE SERVICE

Exchange: ROBBS CREEK

D. EXCHANGE SERVICE AREA - Which is that area described as follows:

Beginning at the Southwest corner, Section 29, T28N, R4E, Clinton Township, Oscoda County, thence north to the Northwest Corner of Section 20, then east to the south 1/4 post Section 17, north to the North 1/4 post of Section 17, east to the Southwest Corner Section 11, north to the Northwest Corner Section 11, west to the Southwest Corner Section 5, north to the Northwest Corner of Section 20, T29N, R4E, Rust Township, Montmorency County, thence east to the east shore of Turtle Lake on north line of Section 24, northeasterly along Turtle Lake to the east line, Section 13, thence north to the south shore of Fletcher Pond at the east line of Section 36, T30N, R4E, thence southerly and northerly along the shore line of Fletcher Pond to the north shore line of Fletcher Pond at the west North/South 1/8 line of Section 16, T30N, R5E, Green Township, Alpena County, north to the north line of Section 4, T30N, R5E, east to the Northeast Corner of Section 3, south to the Southeast Corner of Section 3, east to the north 1/4 post of Section 11, south to the south 1/4 post of Section 26, T30N, R5E, west to the north 1/4 post, Section 34, south to the center of Section 3, T29N, R5E, Ossineke Township, Alpena County, east to the center of Section 2, south to the center of Section 26, east to the center of Section 28, south to the North 1/4 post Section 33, T28N, R6E, Caledonia Township, Alcona County, east to the Northeast Corner of Section 33, T27N, R7E, Alcona Township, Alcona County, south to the West Branch River on the west line of Section 10, T27N, R7E, Hawes Township, Alcona County, northeasterly along the river to the east line of Section 3, thence south to east 1/8 post of the Southeast 1/4 of Section 22, thence west to the west 1/8 post of the Southwest 1/4 of Section 23, T27N, R6E, Mitchell Township, Alcona County, thence north to the Northwest Corner of Section 23, west to the south 1/4 post of Section 13, T27N, R5E, north to the center of Section 13, west to the center of Section 14, north to the west 1/8 post of the Northeast 1/4 of Section 2, west to the west 1/8 post of the Northeast 1/4 of Section 3, thence north to the North Line of Section 34, T28N, R5E, Mitchell Township, Alcona County, east to the Little Wolf Creek, Section 30, T28N, R6E, Caledonia Township, Alcona County, thence northly along the Little Wolf Creek to the north line of Section 30, west to the South 1/4 post of Section 22, T28N, R5E, Mitchell Township, Alcona County, north to the East 1/8 post of the Northwest 1/4 of Section 15, east to the east 1/8 post of the Northeast 1/4 of Section 17, south to the Southeast Corner of Section 29, T28N, R5E, thence west to the point of beginning.

Michigan Public  
Service Commission

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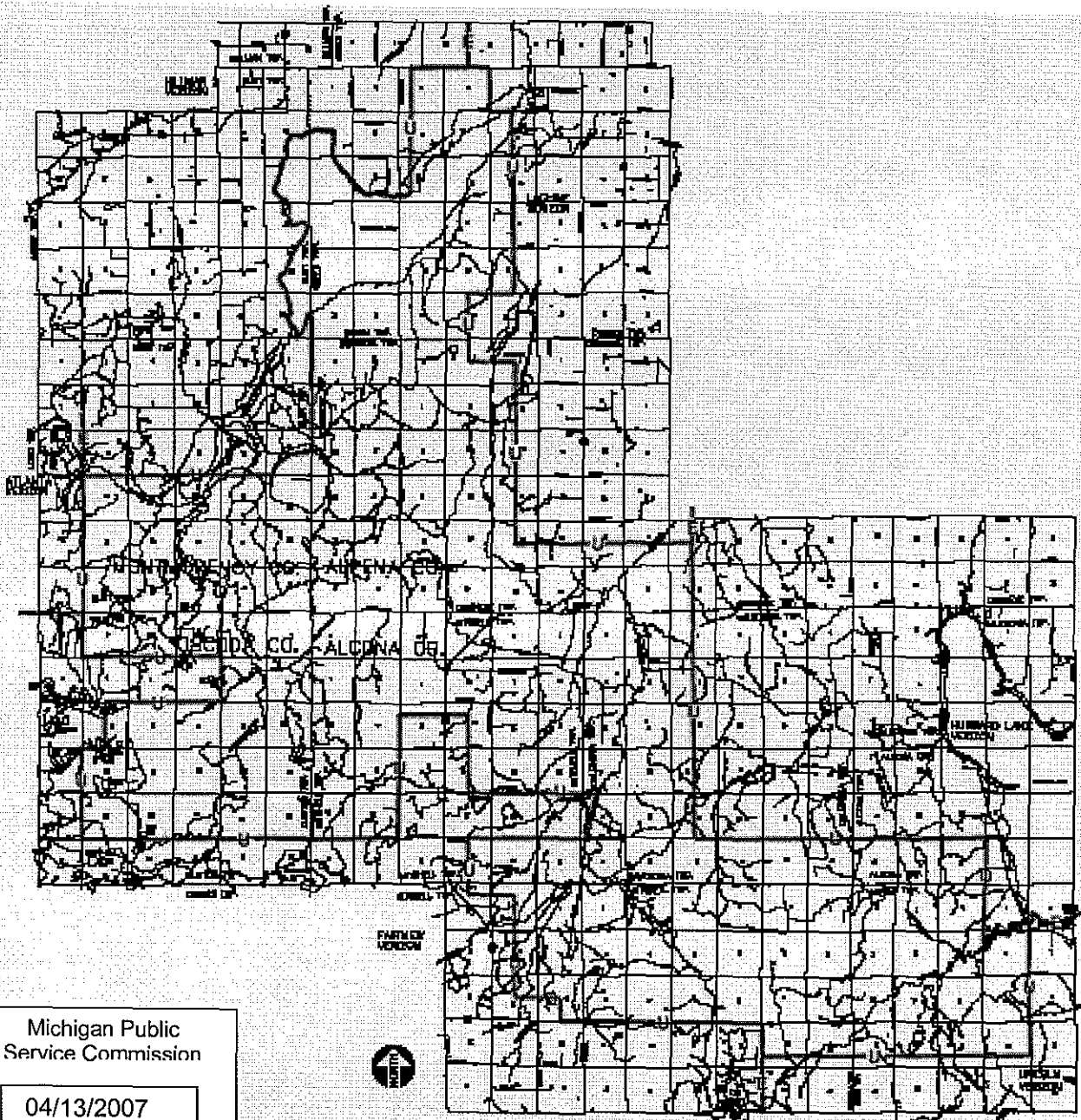
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Issued by: Paul Hartman, General Manager, paul.hartman@allband.org

Hillman, Michigan

EXCHANGE SERVICE AREA

Exchange: ROBBS CREEK



Michigan Public  
Service Commission

04/13/2007

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Hillman, Michigan

LOCAL TELEPHONE EXCHANGE SERVICE

SERVICE CONNECTION CHARGES

Michigan Public  
Service Commission

04/13/2007

Approved

A. GENERAL

1. Customer Premises

a. A premises is a building, portion of a building or buildings on the same continuous property occupied by the customer in the conduct of his business or occupied by the customer as a residence. All space for offices occupied by a customer on the same or separate floors of one building are considered as a single (or same) premises.

(1) Same continuous property shall mean an uninterrupted plot of land within the same block and occupied by one customer. Same block is defined as a parcel of land enclosed but uncrossed by public thoroughfares.

(2) A building shall mean a structure on one foundation or two structures on separate foundations with a common wall or abutting walls with ready access from one structure to the other by means of doorways or permanent openings through the intervening wall or walls. Structures in the same or different block occupied by one customer and connected by passageways shall be considered as the same building if the passageway is actually used as a continuation of the space in the two buildings and not principally used as a walkway.

2. Additional Conditions

a. Service charges are in addition to all other applicable rates and charges associated with the service being provided.

b. The charges specified herein do not contemplate work being performed by the Company employees at a time when overtime wages apply due to the request of the customer nor do they contemplate work begun being interrupted by the customer. If the customer requests overtime labor being performed or interrupts work once begun, a charge in addition to the specified charges will be made equal to the additional cost involved.

c. No service charges apply for a change in equipment or move of equipment if made on the initiative of the Telephone Company for maintenance reasons or because of a change in the type of central office operation or for other Company reasons

3. The Service Charges covered herein are applicable in connection with the establishment of telephone service and subsequent additions of lines and other service.

a.. Service Ordering Charge

(1) The Service Ordering Charge is the charge for work performed by the Telephone Company in connection with receiving, recording and processing of customer requests for service ordered to be performed or provided at the same time, on the same system and on the same premises. The term "per order" means all work or service ordered at the same time for the same account.

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Hillman, Michigan

LOCAL TELEPHONE EXCHANGE SERVICE

SERVICE CONNECTION CHARGES

A. GENERAL (Continued)

3. (Continued)

b. Line Connection Charge

The Line Connection Charge applies to each central office line (exchange line, trunks, etc) for work required in the central office and outside plant, including restoral of service after temporary disconnection of service for nonpayment.

c. Travel Charge – A Travel Charge applies (in addition to the Line Change Charge) to move a drop at the request of a customer to a new location at the same establishment.

d. Restoral of Service

(1) Service discontinued by the Telephone Company because of nonpayment, when the service has not been disconnected, is subject to the Restoral of Service Charge.

(2) When service is rendered inoperative by fire or other causes beyond the control of the customer which render the premises unfit for occupancy, the same service as destroyed will be reestablished at the same or different location, at the option of the customer, without Service or Installation Charge.

B. SERVICE CHARGES

1. Charges

a. Service Ordering Charges

	<u>Business</u>	<u>Residence</u>
(1) Initial	\$ ICB	\$ ICB
(2) Subsequent	ICB	ICB

b. Line Connection Charge

(1) Per line	ICB	ICB
(2) Change, per line	ICB	ICB

c. Travel Charge

ICB	ICB
-----	-----

d. Restoral of Service

ICB	ICB
-----	-----

C. PROMOTIONAL OFFERING

For the period from November 30, 2006 to October 31, 2007, the Company waives the Service Charges related to new services.

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LOCAL TELEPHONE EXCHANGE SERVICE

LIFELINE SERVICE

A. DESCRIPTION

1. Lifeline Service applies discounts to monthly recurring rates for qualifying residential customers. These discounts are applied to existing tariffed rates and charges for residential telephone service.
2. In order to be eligible for Lifeline Service a residential customer's household income must be at or below 150% of the poverty level as determined by the United States Office of Management and Budget and as approved by the State Treasurer, or the customer must participate in one of the following federal assistance programs:
  - a. Medicaid
  - b. Food stamps
  - c. Supplemental security income
  - d. Federal public housing assistance
  - e. Low-income home energy assistance program
  - f. National school lunch program's free lunch program
  - g. Temporary assistance for needy families
3. Lifeline Service includes the services and functionalities enumerated in by the F.C.C. as follows: voice grade access to the public switched network; local usage; dual tone multi-frequency signaling or its functional equivalent; single-party service or its functional equivalent; access to operator services; access to interexchange service; access to directory assistance; and toll blocking for qualifying customers.
4. Other services can be provided with the Lifeline Service at applicable rates and charges.

Michigan Public  
Service Commission

04/13/2007

Approved

B. REGULATIONS

1. Regulations specified elsewhere in the Company's tariffs apply to Lifeline Service.
2. Lifeline Service is available only with residence services, excluding foreign exchange service. Lifeline Service is limited to one line per household at the customer's primary residence.
3. A miscellaneous service charge does not apply when Lifeline Service is added or discontinued to existing service when that is the only work being done.
4. a. A discount of 20% of the Basic Local Exchange rate or \$11.25 whichever is greater, on the monthly rate for Basic Local Exchange Service for Lifeline customers is applicable. For Lifeline customers 65 years of age or more, the discount will be 25% of the Basic Local Exchange rate or \$12.35, whichever is greater. The total discount shall not exceed 100% of all end-user common line charges and the Basic Local Exchange rate.

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LOCAL TELEPHONE EXCHANGE SERVICE

LIFELINE SERVICE (CONTINUED)

B. REGULATIONS (CONTINUED)

4. (Continued)

- b. The credit will be applied in the following order: (1) The Interstate End User Access Charge, National Exchange Carriers Association, Inc. Tariff F.C.C. No. 5, Access Service and (2) The balance of the credit, if any, will be applied as a credit to the Basic Local Exchange rate.
  - c. The Company will provide, at the qualifying customer's option, toll blocking service at no charge. The Company defines toll blocking as a service provided by the Company that lets the customer elect not to allow the completion of outgoing toll calls from their telecommunications channel.
  - d. The Company will not require a service deposit in order to initiate Lifeline Service if the qualifying customer voluntarily elects toll blocking service.
  - e. The Company will not disconnect Lifeline Service for non-payment of toll charges by qualifying customers.
5. The Lifeline plan will apply after receipt and processing of a completed Company or community/government provided application, including documentation indicating that the household income meets the eligibility standards established above.
6. Customers of Lifeline Service must notify the Company of any changes that would affect qualification. Verification of continued eligibility will take place on an ongoing basis. When the customer is no longer eligible for Lifeline service, the Lifeline discount would be discontinued and regular tariff rates and charges would apply.

C. MONTHLY RATE FOR NON LIFELINE CUSTOMERS

A rate specified in MECA's Tariff M.P.S.C No. 25 Part XVII, Section 17.1.2.1 applies per exchange access line to cover the costs of the Lifeline service, to the Telephone Company intrastate local services as listed below:

- Business
- Residence services excluding Lifeline customers.

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LOCAL TELEPHONE EXCHANGE SERVICE

LIFELINE SERVICE (CONTINUED)

D. LINK UP PROGRAM

1. A discount on the line connection charges, specified elsewhere in this tariff, is also available to qualifying customers, for the installation or transfer of service from one residential premise to another.
2. a. In order to be eligible for the Link Up Program, a residential customer's household income must be at or below 150% of the poverty level as determined by the United States Office of Management and Budget and as approved by the State Treasurer, or the customer must participate in one of the following federal assistance programs:
  - i. Medicaid
  - ii. Food stamps
  - iii. Supplemental security income
  - iv. Federal public housing assistance
  - v. Low-income home energy assistance program
  - vi. National school lunch program's free lunch program
  - vii. Temporary assistance for needy families
- b. A qualifying customer may receive a reduction in the installation charges, or transfer of service charges, for connection at the customer's principal place of residence of half the customary charge or \$30.00, whichever is less.
- c. A qualifying customer may then make payments for the connection charges on a deferred schedule in which the qualifying customer does not pay interest. The interest charges not charged to the qualifying customer shall be for connection charges of up to \$200.00 that are deferred for a period not to exceed one year. Charges assessed for installation or transfer of service includes any charges that the Company customarily assesses to connect subscribers to the network. These charges do not include any permissible security deposit requirements.
- d. A qualifying customer may choose one or both of the programs set forth in 2.a. and 2.b. of this section.
- e. A qualifying customer can receive the benefits of the Link Up Program for a second and subsequent time only for a principal place of residence with an address different from the residence address at which the Link Up assistance was provided previously.

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Hillman, Michigan

FEDERAL PROGRAMS

1. UNIVERSAL SERVICE SUPPORT FOR LIBRARIES AND SCHOOLS

1. In accordance with 1997 PA 95 of the Michigan Telecommunications Act, and 47 CFR 54.500 *et seq.*, eligible elementary and secondary schools shall receive intrastate services at discounts equal to the discounts applicable for eligible interstate services if the Company receives federal universal support for such telecommunication services.
2. In accordance with 1997 PA 96 of the Michigan Telecommunications Act, and 47 CFR 54.500 *et seq.*, eligible libraries shall receive intrastate services at discounts equal to the discounts applicable for eligible interstate services if the Company receives federal universal support for such telecommunication services.
3. Eligibility for discounts shall be determined in accordance with 47 CFR 54.500 *et seq.*

2. UNIVERSAL SERVICE SUPPORT FOR HEALTH CARE PROVIDERS

1. In accordance with 47 CFR 54.601 *et seq.*, the Company shall offer services to eligible health care providers to the extent that facilities and services are available.
2. Eligibility qualifications, provider selection, etc. shall be determined in accordance with 47 CFR 54.601 *et seq.*
3. Services to eligible health care providers at reduced rates will be offered in accordance with 47 CFR 54.601 *et seq.*
4. Reduced rates to eligible health care providers are available only to the extent that adequate funding is available from the federal universal support fund.

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Hillman, Michigan

**ALLBAND COMMUNICATIONS COOPERATIVE**

**Schedule of Rates, Charges, and  
Regulations governing**

**AUXILIARY SERVICES**

**Applying in the Exchanges of this Company in Michigan  
as designated herein in Tariff M.P.S.C. No. 1.**

**Michigan Public  
Service Commission**

**04/16/2007**

**Approved**

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AUXILIARY SERVICES

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AUXILIARY SERVICES  
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## AUXILIARY SERVICES

### A. APPLICATION

This tariff applies to Auxiliary Services of Allband Communications Cooperative, hereinafter referred to as the Telephone Company, in Exchange(s) of the Telephone Company in Michigan.

The provision of service and facilities, as provided herein, is subject to the General Regulations of the Telephone Company, which General Regulations as they now exist or as they may be revised, added to or supplemented by superseding issues are hereby made a part of this Auxiliary Services Tariff.

### B. EXPLANATION OF SYMBOLS

(C) Signifies a changed regulation.

(D) Signifies a discontinued rate, treatment or regulation.

(I) Signifies an increased rate or new treatment resulting in increased rate.

(N) Signifies a new rate, treatment or regulation.

(R) Signifies a reduced rate or new treatment resulting in reduced rate.

### C. DEFINITION

1. Auxiliary Service is that of furnishing facilities or services for telephone intercommunication between customers within a local service area and is provided in accordance with the MPSC Service Quality Rules Case No. U-14435 Effective August 1, 2003.

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Hillman, Michigan

AUXILIARY SERVICES

SPECIAL FACILITIES AND ARRANGEMENTS

GENERAL

1. Special facilities not ordinarily provided, are furnished wherever practicable, if not detrimental to any of the services furnished by the Telephone Company, at charges equivalent to the estimated cost of furnishing such facilities.
2. Estimated cost consists of an estimate of the following items to the extent that they are applicable:
  - a. Cost of maintenance.
  - b. Cost of operation.
  - c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
  - d. Administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items.
  - e. Any other specific items of expense associated with the particular situation.
  - f. A reasonable amount, computed on the estimated cost installed of any facilities provided, for return and contingencies.

Estimated cost of the facilities in (c) and (f) above includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way and any other items which are chargeable to the capital accounts.

3. In particular cases where warranted by the circumstances, the charge may be in the form of a non-recurring charge only, or a monthly charge only, or both non-recurring and a monthly charge may apply.

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Hillman, Michigan

LOCAL TELEPHONE EXCHANGE SERVICE

CHANNEL CHARGES

A. GENERAL

1. Application of Boundary Designations

- a. Boundaries for the service areas for exchanges are designated on maps in Tariff M.P.S.C. No. 1.

2. Definitions

- a. The term "Same Building" refers to a structure on one foundation or structures on separate foundations with abutting walls and ready access between structures by means of doors through such walls.
- b. The term "Same Block" refers to a parcel of platted land (not exceeding 40 acres) enclosed, but uncrossed, by public thoroughfares other than alleys. Railroad tracks are not considered public thoroughfares.

C. CHANNEL CHARGES

Monthly Rates

1. Terminals in same building	ICB
2. Terminals in different buildings within the same block and not more than 660 feet airline mileage from main station (per channel)	ICB
3. Terminals in different blocks or over 660 feet (per channel):	
First 1/4 airline mile or fraction	ICB
Each additional 1/4 mile or fraction	ICB

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LOCAL TELEPHONE EXCHANGE SERVICE  
DIRECTORY LISTINGS

Michigan Public  
Service Commission

04/16/2007

Approved

A. GENERAL

1. Directories are furnished as an aid to the use of the telephone service. The telephone company reserves the right to refuse to insert any listing in its directories which does not facilitate directory service.
2. A listing in the alphabetical section of the directory is provided each customer without charge, under the conditions set forth in this tariff.

B. LIMITATIONS

1. Listings are limited to information which is essential to identification.
2. The length of a listing may be shortened or abbreviated when the clearness of the listing and identification of the customer is not impaired thereby. When more than one line is necessary to properly list the customer, no additional charge is made.
3. A listing must be in the actual name of the customer to whom service is rendered, or the name of a member, officer, employee or representative thereof, or the name of another business which the customer represents, controls or owns.
4. The following listings are not acceptable and will not be published in the telephone directory:
  - a. An assumed name unless it is registered as required by law.
  - b. A name is likely to mislead or deceive the public or which is inserted for advertising purposes.
  - c. A commodity or trade name.
  - d. Double name listings such as XYZ Manufacturing Company, John Doe, Manager.
  - e. Symbols, as they cannot be properly placed alphabetically.
5. When PBX trunk or rotary line users are served by central office equipment which permits the selection of an idle facility in the customer's group, only one listing is provided at no charge. Additional listings may be provided for other lines in the customer's group at the Company's additional listing rate.
6. In order to assist in locating a listing where the surname may be spelled in more than one way, the telephone company may insert alphabetically a cross reference listing showing the other spelling of the name.
7. Residence listings may include the standard abbreviation for military titles or professional degrees or titles earned by a customer which are an aid to the general public. Standard abbreviations for titles or degrees earned that are of commercial value may be included in the customer's business listing.

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AUXILIARY SERVICES

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

A. General

1. This tariff provides for Universal Emergency Number Service (911) as provided under the conditions set forth in the Emergency Telephone Service Act, 1986 PA 32; MCL 484.1101 et seq. The provisions of PA-32, as enacted or amended, supersede this tariff.
2. Universal Emergency Number Service (911) is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designed by the customer may receive telephone calls dialed to the telephone number 911 from service users within a 911 service district.
3. Under the provisions of PA-32, the county is the agency that is empowered to establish an emergency telephone district or a 911 service district. The county, upon adoption of the resolution, must act on behalf of the public agencies located within the 911 service district.
4. As soon as it is feasible, after receipt of a written application from a county requesting 911 service within a 911 service district described in a final 911 service plan adopted pursuant to PA-32, the service supplier will make the central office facilities available to provide 911 service and options.
5. Two types of 911 service are offered: Basic 911 (B911) and Enhanced 911 Service (E911).
  - a. Basic 911 Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.
  - b. Enhanced 911 Service provides additional features: such as selective routing of 911 calls to a specific PSAP that is selected from the various PSAPs serving customers within that central office area; E911 Trunks; Automatic Number Identification and PSAP Data Base Establishment and Update Service.
6. Pursuant to PA-32, the 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

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## AUXILIARY SERVICES

### UNIVERSAL EMERGENCY NUMBER SERVICE (911)

#### B. Definition of Terms

Automatic Location Identification (ALI) - an E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI) - provides for the telephone number of the calling party to be forwarded to the PSAP.

911 Trunks - trunks between a serving central office and a PSAP or between two central offices, except where one of the central offices is a remote unit. In instances where one of the central offices is a remote unit, nonrecurring charges and monthly rates do not apply to that segment of the 911 Trunk.

Emergency Service Number (ESN) - an ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, medical) within a particular serving area. An ESN is associated with a primary PSAP and possibly one or more secondary PSAPs.

Emergency Telephone Service Charge - a charge for the network start-up costs, customer notification costs, billing costs including an allowance for uncollectibles, and network nonrecurring and recurring installation, maintenance, service and equipment network charges of a service supplier providing 911 service pursuant to PA-32.

911 Service Area - the geographic area in which the customer will respond to all 911 calls and dispatch appropriate emergency assistance.

PSAP Data Base Establishment and Update Service - provides the PSAP with the initial list, as well as periodic updates of customer names, telephone numbers and addresses for ALI.

Public Safety Answering Point (PSAP) - a communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and services the jurisdictions in which it is located and other participating jurisdictions, if any.

Selective Routing Service - a feature that routes an E911 call from a central office to the designated primary PSAP based upon the identified number of the calling party.

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## AUXILIARY SERVICES

### UNIVERSAL EMERGENCY NUMBER SERVICE (911)

#### B. Definition of Terms (Continued)

Service Supplier - any provider of regulated telephone service to a service user in the state.

Serving Central Office - the central office from which a PSAP, either primary or secondary, is served.

Universal Emergency Number Service - a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. The 911 service includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

Universal Emergency Number Service Customer (Customer) - the board of county commissioners is designated as the customer that is legally authorized to subscribe to service and have public safety responsibility by law to respond to telephone calls from the public or emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling. A customer or group of customers may authorize an agent to subscribe to the service but the agent is not the customer.

#### C. Rates and Charges

1. Appropriate recurring and nonrecurring service charges and rates apply as set forth in the applicable MPSC tariffs of the telephone company or by concurrence with other telephone company tariffs or by special contractual agreements between the telephone company and the appropriate governmental agency.

#### D. Emergency Telephone Service Charge

1. PA-32 mandates that the telephone company be permitted to recover costs incurred for providing 911 service through the Emergency Telephone Service Charge.
2. For any Emergency Telephone District (911 service) wishing to recover costs pursuant to PA-32 the following shall apply:

- A. The Emergency Telephone Service Charge shall be determined by the designated coordinator of the 911 service district based on the costs and charges submitted by the service suppliers.

1. The amount of the Emergency Service Charge payable monthly by a service user for recurring costs and charges shall not exceed the amount authorized by PA-32 based on the highest monthly local service rate charged by the service suppliers for a residential 1-party unlimited calling service within the 911 service district.

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AUXILIARY SERVICES

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

D. Emergency Telephone Service Charge (Continued)

2. The amount of the Emergency Telephone Service Charge payable monthly by a service user for nonrecurring costs and charges shall not exceed the amount authorized by PA-32 based on the highest monthly service rate charged by the service suppliers for a residential 1-party unlimited calling service within the 911 service district. This portion of the Emergency Telephone Service Charge shall be amortized over a period authorized by PA-32 and shall be billed and collected from all service users only until such amounts are fully recovered by the service suppliers.

- B. Because the service supplier serving boundaries and political subdivisions and 911 service district boundaries may not coincide, the Emergency Telephone Service Charge will be payable by all service users served by a central office providing 911 service.

E. Rules and Regulations

1. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number.
2. The service supplier shall not be required to provide 911 service to less than an entire central office (switching entity).
3. The service supplier will not provide both Basic 911 and Enhanced 911 service within a given central office (switching entity).
4. 911 service is furnished to the customer only for the purpose of receiving reports of emergencies from the public.
5. 911 service lines are provided solely for the benefit of the customer operating the PSAP. The provision of 911 service by the service supplier shall not be interpreted, construed or regarded as being for the benefit of or creating any service supplier obligation, either expressed or implied, toward any third person or legal entity other than the customer.
6. The service supplier does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.

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AUXILIARY SERVICES

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

E. Rules and Regulations (Continued)

8. Any terminal equipment (PSAP) used in connection with 911 service, whether such equipment is provided by the service supplier or the customer, shall not be permitted to be used to extract any information from the Data Management System, other than information relating to number identified as the source of an in-progress 911 call.
9. E911 information consisting of the names, addresses and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls and is not to be used or disclosed by the customer, its agents or employees for any other purpose.
10. The service supplier's entire liability to any person for interruption or failure of 911 service shall be limited to the terms specified in this and other tariffs.
11. The rates charged for 911 service do not include the monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the service supplier undertake such responsibility. The customer shall be responsible for making such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the service supplier in the event the system is not functioning properly.
12. The service supplier's liability to the customer, the 911 calling party or any other party or persons for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures or malfunctions of this service or any part thereof whether caused by the negligence of the service supplier or otherwise shall not exceed an amount equivalent to the pro-rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credits that may be given for an out-of-service condition.
13. The customer and participating governmental units and agencies each agree to release, indemnify, defend and hold harmless the service supplier from any and all loss, claims, demands, suits or other action, or any liability what-so-ever, other than the service supplier's sole negligence, arising out of the customer's use of 911 service whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others; and the customer and participating governmental units and agencies agree to purchase and maintain adequate insurance against such liability.

Michigan Public  
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04/16/2007

Approved

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Hillman, Michigan

AUXILIARY SERVICES

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

E. Rules and Regulations (Continued)

14. The customer also agrees to release, indemnify, defend and hold harmless the service supplier from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the service supplier in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and that arise out of the negligence or other wrongful act of the customer, its user agencies or municipalities, or the employees or agents of any one of them.
15. The installation of initial or subsequent 911 exchange lines to maintain applicable service supplier service standards will be provided, at the appropriate charges, by the service supplier.
16. Because the service supplier's telephone exchange boundaries and political subdivisions and 911 service district boundaries may not coincide, as a condition of 911 service, the customer must handle or make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
17. Application for 911 service must be made in writing by the customer. If application for service is made by an agent, the service supplier must be provided with satisfactory written proof of authority of the agent by the customer.
18. The customer shall:
  - a. Subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, for receiving non-911 calls and for operator-forwarded calls.
  - b. Subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the service supplier.
  - c. Appoint a coordinator who will be responsible for the implementation of the final 911 service plan and the determination of the Emergency Telephone Service Charge, who will oversee the annual auditing process, and who will negotiate call handling situations where central office overlap situations exist with other agencies or counties.

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Hillman, Michigan

Schedule of Rates, Charges and  
Regulations Governing

PRIMARY BASIC LOCAL EXCHANGE SERVICE

Applying in the Exchanges of this Company  
in Michigan as listed in the Company's  
M.P.S.C. No.1  
Index of Exchanges

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PRIMARY BASIC LOCAL EXCHANGE SERVICE

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PRIMARY BASIC LOCAL EXCHANGE SERVICE

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Hillman, Michigan

PRIMARY BASIC LOCAL EXCHANGE SERVICE

EXPLANATION OF SYMBOLS

EXPLANATION OF SYMBOLS

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate, or new treatment resulting in increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate, or new treatment resulting in reduced rate.

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Hillman, Michigan

PRIMARY BASIC LOCAL EXCHANGE SERVICE

DESCRIPTION OF SERVICE

GENERAL

1. Primary Basic Local Exchange Service (PBLES) is a restricted Residential Basic Local Exchange Service offering. See Service Parameters as stated on Sheet No. 5 of this tariff.
2. The Telephone Company only offers Primary Basic Local Exchange Service in exchanges where the Telephone Company offers Residential Basic Local Exchange Service under its Tariff M.P.S.C. No. 1.
3. Primary Basic Local Exchange Service is the furnishing of facilities for telephone intercommunication between customers within a Local Calling Area and is provided in accordance with the MPSC Service Quality Rules Case No. U-14435 Effective August 1, 2003.
4. Primary Basic Local Exchange Service customer may purchase any unregulated calling feature on a stand-alone basis at the then current rates for that unregulated calling feature.
5. The provision of Primary Basic Local Exchange Service is subject to regulations specified in the M.P.S.C. Tariffs of the Telephone Company, which tariffs as they now exist or as they may be revised, added to, or superseded are hereby made a part of this Tariff.
6. Primary Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at no charge upon customer request.

APPLICATION

1. Primary Basic Local Exchange Service is available only at locations where residential service would be available.
2. No more than one Primary Basic Local Exchange Service will be provided to an address.
3. A monthly recurring charge plus a MOU and/or a per call charge (where applicable) will apply as described in this tariff.

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PRIMARY BASIC LOCAL EXCHANGE SERVICE

DESCRIPTION OF SERVICE (Continued)

SERVICE PARAMETERS

1. This offering is for voice use only.
2. Data calls (such as calls to a computer tone) are not included as a part of this service. As part of this service offering, the Telephone Company may (at its choosing) attempt to block data calls. For data calls completed within the Local Calling Area, the Telephone Company may (at its choosing) bill for that usage at the Local Minute Rate starting with the first minute.
3. This offering provides up to 100 outgoing calls per billing month to the Primary Basic Local Exchange Service calling area. The Telephone Company will bill for calls in excess of this allowance at the Local Call Rate.
4. This offering provides up to 12,000 outgoing minutes per billing month to the Primary Basic Local Exchange Service Calling Area. The Telephone Company will bill for minutes in excess of this allowance at the Local Minute Rate.
5. This offering includes unlimited incoming local calls.
6. Only completed local calls and conversation minutes count towards the above allowances. The Telephone Company will not bill for non-completed calls and non-conversation time.
7. The conversation minutes for each completed local call are rounded up to the next higher whole minute on a per call basis.
8. Vacation service is not available with this service.
9. Local call detail is not provided with this service.
10. The call and minute allowance apply per line per month. Unused calls or minutes, or calls or minutes over the allowance, may not be carried over or applied against another month's allowances.
11. Local Operator calls will not count against the allowances. Local Operator calls will be billed at the then current rates of the operator provider.
12. There is no charge for calls to the Telephone Company's business office nor do such calls count against either the call allowance or the MOU allowance.
13. A person with disabilities or who is voluntarily providing a service for an organization classified by the Internal Revenue Service as a section 501(c)(3) or (19) organization, or a person who provides a service for a congressionally chartered veterans organization or their duly authorized foundations, is exempt from the 100 calls per month limitation.
14. Touch Tone Service is included with this service.
15. Service Charges as stated in this tariff apply.

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Hillman, Michigan

PRIMARY BASIC LOCAL EXCHANGE SERVICE

EXCHANGE – ROBBS CREEK

A. PRIMARY BASIC LOCAL EXCHANGE SERVICE AND LOCAL CALLING AREA

The Primary Basic Local Exchange Service calling area consists of the following exchanges:

ROBBS CREEK

B. RATE

1. Monthly Recurring	\$19.90
2. Per Local Call Rate	0.12
3. Per Local Minute Rate	0.05*



\* This rate not regulated by the M.P.S.C.

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Hillman, Michigan

PRIMARY BASIC LOCAL EXCHANGE SERVICE  
SERVICE CHARGES

Michigan Public  
Service Commission

04/13/2007

Approved

A. GENERAL

1. Customer Premises

- a. A premises is a building, portion of a building or buildings on the same continuous property occupied by the PBLES customer as a residence.
  - (1) Same continuous property shall mean an uninterrupted plot of land within the same block and occupied by one PBLES customer. Same block is defined as a parcel of land enclosed but uncrossed by public thoroughfares.
  - (2) A building shall mean a structure on one foundation or two structures on separate foundations with a common wall or abutting walls with ready access from one structure to the other by means of doorways or permanent openings through the intervening wall or walls. Structures in the same or different block occupied by one PBLES customer and connected by passageways shall be considered as the same building if the passageway is actually used as a continuation of the space in the two buildings and not principally used as a walkway.

2. Additional Conditions

- a. Service charges are in addition to all other applicable rates and charges associated with the service being provided.
  - b. The charges specified herein do not contemplate work being performed by the Company employees at a time when overtime wages apply due to the request of the PBLES customer nor do they contemplate work begun being interrupted by the PBLES customer. If the PBLES customer requests overtime labor being performed or interrupts work once begun, a charge in addition to the specified charges will be made equal to the additional cost involved.
  - c. No service charges apply for a change in equipment or move of equipment if made on the initiative of the Telephone Company for maintenance reasons or because of a change in the type of central office operation or for other Company reasons
3. The Service Charges covered herein are applicable in connection with the establishment of PBLES telephone service.

a.. Service Ordering Charge

- (1) The Service Ordering Charge is the charge for work performed by the Telephone Company in connection with receiving, recording and processing of the PBLES customer requests for service ordered to be performed or provided at the same time, on the same system and on the same premises. The term "per order" means all work or service ordered at the same time for the same account.

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Hillman, Michigan

PRIMARY BASIC LOCAL EXCHANGE SERVICE

SERVICE CHARGES

A. GENERAL (Continued)

3. (Continued)

b. Line Connection Charge

The Line Connection Charge applies to each PBLES central office line for work required in the central office and outside plant, including restoral of service after temporary disconnection of service for nonpayment.

c. Travel Charge – A Travel Charge applies (in addition to the Line Change Charge) to move a drop at the request of a PBLES customer to a new location at the same establishment.

d. Restoral of Service

(1) Service discontinued by the Telephone Company because of nonpayment, when the service has not been disconnected, is subject to the Restoral of Service Charge.

(2) When service is rendered inoperative by fire or other causes beyond the control of the PBLES customer which render the premises unfit for occupancy, the same service as destroyed will be reestablished at the same or different location, at the option of the PBLES customer, without Service or Installation Charge.

B. SERVICE CHARGES

Residence

1. Charges

a. Service Ordering Charges

(1)	Initial Per PBLES Order	\$15.00
(2)	Subsequent Per PBLES Order	7.50

b. Line Connection Charge

(1)	Per PBLES line	20.00
(2)	Change, per PBLES line	10.00

c. Travel Charge, Per Trip

25.00

d. Restoral of Service, Per PBLES line

15.00

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Hillman, Michigan



**ACCESS SERVICE**

**REGULATIONS, RATE, AND CHARGES  
APPLYING TO THE PROVISION OF ACCESS SERVICES  
FOR CONNECTION TO INTRASTATE COMMUNICATION  
FACILITIES FOR INTRASTATE CUSTOMERS RELATED TO  
THE PROVISION OF SWITCHED AND SPECIAL ACCESS SERVICES**

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

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Issued: March 25, 2002

Effective: March 26, 2002

John Summersett – Director of Carrier Services  
Great Lakes Comnet, Inc.  
6607 W. St. Joseph, Ste. 200  
Lansing, MI 48917

**ACCESS SERVICE**

**ISSUING CARRIER**

Mr. John Summersett  
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## ACCESS SERVICE

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The remainder of "Tariff M.P.S.C. NO. 25(R)" for "Access Service"  
may be viewed on the Michigan Public Service Commission's website:

<http://efile.mpsc.cis.state.mi.us>.